

# FIDELITY BONDS

To	For
High Court Chancery	Liquidators (Compulsory and Voluntary Winding Up), Receivers and Managers.
High Court Probate	Administrators.
Masters in Lunacy	Receivers and Committees.
H.M. Customs and Excise	Proprietors of Places of Enter- tainment, Firms dealing with dutiable goods.
Board of Trade	Official Receivers, Trustees, Liquidators and Special Managers.
All Employers	All Accounting Officials, <i>i.e.</i> , Managers, Cashiers, Travellers, Secretaries, Clerks, Collectors, etc., etc.

And for all Government and Commercial  
Appointments in which security is required are  
granted by the

## LEGAL & GENERAL ASSURANCE SOCIETY LTD.

10, FLEET STREET, E.C.4.

(Near Temple Bar)

ASSETS EXCEED £13,500,000.

TELEPHONE: HOLBORN 6163.

ESTABLISHED

1836.



## The Solicitors' Journal and Weekly Reporter.

(ESTABLISHED IN 1857.)

LONDON, MARCH 19, 1921.

ANNUAL SUBSCRIPTION, PAYABLE IN ADVANCE.

£2 12s.; by Post, £2 14s.; Foreign, £2 16s.

HALF-YEARLY AND QUARTERLY SUBSCRIPTIONS IN PROPORTION.

\* \* The Editor cannot undertake to return rejected contributions, and  
copies should be kept of all articles sent by writers who are not on  
the regular staff of the JOURNAL.

All letters intended for publication must be authenticated by the  
name of the writer.

### GENERAL HEADINGS.

CURRENT TOPICS .....	389	COMPANIES .....	400
GIFTS TO SPIRITUAL ADVISERS .....	392	EXTRACTS FROM THE LAW OF PROPERTY	
THE AGRICULTURE ACT, 1920 .....	393	BILL .....	400
MR. BELLOC'S THEORY OF THE BRITISH		ORDNANCE MAP COPYRIGHT .....	405
CONSTITUTION .....	394	SOLICITOR AND AFFIDAVIT .....	405
BOOKS OF THE WEEK .....	394	OBITUARY .....	405
EPITOME OF RECENT DECISIONS ON THE		LEGAL NEWS .....	405
WORKMEN'S COMPENSATION ACT, 1906	395	COURT PAPERS .....	406
CORRESPONDENCE .....	396	WINDING-UP NOTICES .....	406
IN PARLIAMENT .....	398	CARDINALS' NOTICES .....	406
SOCIETIES .....	398	BANKRUPTCY NOTICES .....	407
FAREWELL DINNER TO LORD READING	399		

### Cases Reported this Week.

Bowler and Another v. Lovegrove ...	397
Everett v. Griffiths and Another ...	395
Joyces v. Hindle ...	397
The "Danube II" ...	396

### Current Topics.

#### The Law of Property Bill.

THE LAW OF PROPERTY BILL has now been printed, and since it  
was down for second reading in the House of Lords on Thursday  
afternoon, and we are writing before that event, it will be con-  
venient if we postpone any discussion of it till next week. We  
have what is, perhaps, the more substantial reason, that it will  
require longer consideration than we have been able to give to it  
so far to appreciate exactly the changes which have been made.

#### The Changes in the Bill.

CLAUSE 1 of the former Bill has gone, and with it the assimila-  
tion of the fee simple to a chattel real. But Part I is still headed  
"Assimilation, &c., of the Law of Real and Personal Estate."  
Whether the title is still correct or not, we will not undertake to  
say, but the matter is a little suspicious. However, the Statute  
of Uses goes, and that is a step towards assimilation. Then,  
again, the "curtain" provisions seem to have gone; *i.e.*, clause 3  
of the former Bill, which put all equitable interests behind either  
a trust for sale or a settlement, so that a purchaser would take  
either under the trust or the settlement powers, and not be  
concerned with the equities, has gone, and we lose the most  
distinctive feature of the Bill. In its place there is clause 3 of  
the new Bill, which is apparently designed to produce the same  
result; but whether it does so as simply and effectively we must  
leave for further consideration. It is easier to express approval  
of the withdrawal of the restrictions on the creation of equitable  
interests (clause 4 in the former Bill), and of clauses 5 to 7 of the  
same Bill dealing, as we suggested last year, in needless detail  
with powers. But, so far as we can at present form an opinion,  
the Bill is substantially the Bill of last year, modified in some  
ways so as to meet the objections of its critics, and to an extent  
simplified. But whether in the process of simplification the Bill  
has not lost some of its good features, here again we defer  
our opinion. In the meantime, so that there may be as wide  
an opportunity as possible of considering the Bill, we are printing  
Part I as part of this week's issue. But it must not be supposed  
that we shall print the remaining Parts and the schedules. The  
Bill has 188 clauses, filling as many pages of print, and the  
sixteen schedules add another 120 pages.

### The Compulsory Registration Proposals.

BUT HAVING regard to the interest which will be taken in it, we also print elsewhere clause 180, which deals with the extension of compulsory registration. The material parts of the clause are ss. (4) and (5). Under the former Bill the restriction on making further Compulsory Registration Orders, except at the instance of a county council, was withdrawn, and this was left to the Privy Council, subject only to a public enquiry if demanded by the county council or a local law society. This is now altered by interposing an interval of ten years before any further Order can be made except at the instance of a county council, but after that period then the power to make Orders is left unfettered except by the obligation to hold a public inquiry, if demanded. Then, as is stated in the "Prefatory Memorandum," subject to Orders made at the instance of a county council, there will be a trial period during which the two amended systems (conveyancing with and without a register of title) or—to adapt a simile we have already used—book and loose-leaf registration—can be tested. We strongly urged last year the introduction of this experimental period, and we are glad to see that the suggestion has been adopted. We need not speculate on the reception the amended Bill will have in the House of Lords, for that will have been decided before these observations are published.

### The Retirement of Sir Courtenay Ilbert.

THE RETIREMENT of Sir COURTENAY ILBERT, at the age of eighty, removes from the House of Commons the most stately and distinguished of its officials. As Clerk to the House, Sir COURTENAY ILBERT has been the legal adviser and mainstay of two successive Speakers on points of Parliamentary procedure and etiquette. His tall, distinguished figure and his shapely, handsome features, which showed little or no signs of his wintry weight of years, invariably drew the attention of visitors to the House and added not a little to the dignity of its ceremonial. Sir COURTENAY had a varied career. At Oxford he was the most promising undergraduate of his day; he won the Hertford, Ireland and Craven scholarships, as well as lesser distinctions, and, needless to say, took a double first in the schools. He was called to the Bar, but, to him, as to many other men who appear to have every qualification for high legal success, the fickle goddess of fortune denied the achievement of a great forensic career. It is not improbable that his somewhat fastidious mind, and his breadth of interest in human affairs, made it difficult for him to undertake the somewhat petty drudgery in sordid minor causes which awaits all but a very few of the luckiest among aspirants to fame at the Bar. A certain amount of official work came his way; he lectured and worked and wrote for the leading journals; but it was not until he became Legal Member of the Viceroy of India's Executive Council, when he was already in his early forties, that Sir COURTENAY can be said to have gained a position commensurate with his great abilities and his legitimate claims. The five strenuous years he passed in India were made memorable by the famous "Ilbert Bill," introduced by Lord RIPON's Government, which attempted to confer on Indian judges the right to try Europeans. On his return to England Sir COURTENAY became, first of all, Parliamentary counsel to the Treasury and afterwards Clerk to the House of Commons. He is the author of three well-known and scholarly works, namely, "Legislative Methods and Forms," "The Mechanics of Law-making," and the "Government of India." A man of great courtesy and the most charming manners, Sir COURTENAY has been well known as a hospitable host in the official home he occupies in the Speaker's Quadrangle at St. Stephens, and his retirement to the country will mean a social loss to the political and legal world.

### Libel and Contempt.

IT IS WELL-KNOWN law nowadays that one may commit a libel without any intention to refer to the libelled person, but "Contempt of Court" is a criminal offence involving at least some degree of *mens rea*, and the Divisional Court has just

refused to extend the modern doctrine of "libel by unintended reference" to the doctrine of contempt: *Rex v. Daily Graphic, ex parte Holden* (Times, 8th inst.) Here the plaintiff had been charged with another defendant, who had been re-arrested on leaving prison. The newspaper published a portrait of both defendants standing in the dock with a wardress between them, but erroneously named the present plaintiff as the one who had been re-arrested. Clearly this is a libel, however unintentionally committed. But the plaintiff took out a *rule nisi* to attach the editor for contempt of court—apparently a somewhat unnecessary resort to the punitive jurisdiction of the Court. It was clear that the mistake had been made accidentally, and immediately on discovery of the error the newspaper had inserted a correction as prominently as was feasible. The rule as regards contempt in such case was laid down by Lord Justice COTTON in *Re Clements* (46 L.J., Ch. 375): "There should be no such application made unless the thing done is of such a nature as to require the arbitrary and summary interference of the Court in order to enable justice to be duly and properly administered without any interruption or interference." Clearly in the absence of any *mens rea*, whether active or merely passive negligence, a case does not come within this *dictum*, and the Divisional Court properly took this view.

### Erasmus and the Customs of England.

IN A RECENT case Mr. Justice DARLING won some prestige at the hands of those gentlemen who report sensational trials in the daily press. He showed a knowledge of the writings of DESIDERIUS ERASMUS which had not been expected of him. It happened in this wise: The action in question was a libel action by a doctor accused of kissing his lady patients when he visited them on his rounds, and the learned judge mentioned that ERASMUS, when he visited England in the days of King HENRY the Eighth, found it to be a universal habit of English society that one kissed the lady members of any household at which one stayed. Counsel seemed somewhat sceptical, but on making research overnight found the passage referred to in the letters of ERASMUS. We fancy, however, that the learned judge did not derive his knowledge from any special acquaintance with the writings of ERASMUS. We rather imagine, indeed, that he may have got his information from a source familiar to many of us, namely, the delightful essay on "Erasmus and Luther," in FROUDE's "Short Studies on Great Subjects." For there, as many readers of English literature doubtless remember, FROUDE tells of the great humanist scholar's visit to England and of the pleasure he derived from the kisses of English girls. He quotes the passage in which ERASMUS informs his continental correspondent how, at every English country house, the daughters of the house kiss the stranger when he arrives, and kiss him when he departs, and kiss him at frequent intervals in between. Their lips, too, he says, are "soft and warm and luscious." "Pretty good that, for a priest," is the ironical remark of FROUDE—who did not love priests. But it would be a mistake to misunderstand the customs of Tudor England as told in the letter of ERASMUS. It must be remembered that in Tudor England almost every girl, not destined for the nunnery, was married at sixteen, and many at twelve. The daughters of manor and castle who kissed ERASMUS, then, were not "grown-up" young ladies, but merest schoolgirls, probably children of thirteen or fourteen at most. Even in those latter days it would not be thought very strange for a gentleman visitor to steal caresses from such juvenile charmers. Moreover, ERASMUS was a clergyman: a layman might have found the maidens of "Merrie England" somewhat more coy. It is the overlooking of these social details in the historical setting that lead to so many misconstructions of history.

### Erasmus and Sir Thomas More.

BUT THE VISIT of ERASMUS to England has a special interest for English lawyers. For it was as the friend and comrade in academic controversy of Sir THOMAS MORE that ERASMUS visited

England. And MORE must ever be remembered as not only the first layman who filled the high office of Lord Chancellor, and the only English judge who ever suffered for his opinions on the scaffold, but also as one of the greatest of the Renaissance scholars. MORE, COLET and ERASMUS, the first two of whom were Englishmen, were the founders of the New Scholarship of the Renaissance—the Academic School of Humanism—which took up the struggle against the darkness and bigotry of Medieval Scholasticism in every European university, until after a century of conflict the newer modern spirit proved victorious in such great names as BACON, DESCARTES and VICO in England, France and Italy. It was in 1509 that, urged by MORE and COLET, ERASMUS visited England to occupy the post of Regius Professor of Greek and Lady Margaret Professor of Divinity at Oxford. He was then forty-three years of age and stayed in England until he was fifty-one, so that he was no longer a youth but an elderly priest when the young ladies of the English countryside honoured him with their caresses. In the sixteenth century a man of forty-five was quite elderly: his age corresponded to sixty-five or even a greater maturity of years in this twentieth century; for men were short lived then and grew old quickly. One cannot imagine any AUCKLAND GEDDES of the sixteenth century fixing the age of military service at nineteen to forty-one, much less at eighteen to fifty-one, with a possible increase to fifty-five, as was done in the last of the four Military Service Acts, that of 1918. At forty Tudor heroes were usually dead or palsied, or had retired to the cloister. By the way, when ERASMUS gave up his English appointment finally in 1517 (he was then fifty-one) he went to reside at a city which has of late years acquired a sad celebrity, namely, the University of Louvain, in Belgium. There he published his great edition of the "Christian Fathers." Later he returned to Basel, where he ended his days. It is interesting to find that a somewhat sordid case in an English King's Bench Court lent itself, at the hands of a judge with literary tastes, to a certain elevation—and as the psycho-analysisists would say "sublimation"—by the irrelevant but interesting intrusion into the life and times of ERASMUS which the judge and counsel thought it right to undertake.

#### More's Place in English Legal History.

THE CAREER of Sir THOMAS MORE, to whom we have just referred as the friend of DESIDERIUS ERASMUS, was in some ways very unlike that of a modern layman who becomes Lord High Chancellor. MORE was an undergraduate of Oxford, and originally intended to adopt the life of a Don. A difficulty about taking Holy Orders seems to have stood in his way; he did not wish to become a priest and cut himself off from the joys of matrimony. But in his day no professor or scholar or Don could possibly be a layman. And so MORE took up something which looks like a personal anticipation by him of the University Extension Movement or of Toynbee Hall! He lectured on St. Augustine in Grocyne's Church, Cheapside, while reading for the bar. His lectures became so celebrated that the Masters of Furnival's Inn, then an Inn of Chancery, where students for the bar and apprentices to solicitors were alike admitted to reside and study, invited him to lecture on law. He is thus one of the first Readers of Law in the Inns of Court, and we fancy that he is the only one who has hitherto become Lord High Chancellor. In 1514, when thirty-six years of age, he went to the Netherlands as legal attorney of the Merchants of London, to negotiate on certain matters affecting their legal interests there, arising out of the religious wars. He settled this work so satisfactorily that he gained a reputation as a legal adviser, rather than as advocate, and acquired a practice as such. The King's favour, due to his reputation as a scholar, won for him a seat in the House of Commons, and there his high character for integrity and courage caused him to be elected Speaker. On the fall of WOLSEY no priest or other clergyman dared accept the Chancellorship, and MORE showed his usual courage as an innovator in undertaking the office. His subsequent refusal to bow down before the unscrupulous will of the tyrannical monarch and his consequent fate on the scaffold are too well known to need

repetition here. What we consider of especial interest, however, is that MORE, the first lay Chancellor, should have been rather a scholar and a lecturer than a successful practitioner. We mentioned last week how Lord BLACKBURN found his way to the House of Lords, through his celebrity as a reporter, and suggested that Lord BIRKENHEAD would create a precedent if he conferred judicial office in some minor form on some Reader of the Inns of Court. We had overlooked the fact that Sir THOMAS MORE was in fact one of those Readers, in the then existing but not, of course, in the modern form, and that his reputation as a lawyer was derived chiefly from his renown as a scholar in law and in divinity. That he was a man of letters, too, and a bold social reformer, needs not to be added: MORE's "Utopia" is one of the great English classics which everyone is assumed to have read.

#### Compensation for Riot Damages.

QUITE A NOVEL but very interesting point came before Mr. Justice BAILHACHE in *Ford v. The Receiver for the Metropolitan Police District* (Times, 8th inst.). Here the owner of two or three separate premises in London suffered damage as the result of crowds who attacked these premises on the Peace Night celebrations last June. He applied to the Receiver of Metropolitan Police for compensation under the Riot (Damages) Act, 1886; but the Receiver refused to adjudicate unless and until the plaintiff furnished him with a proof of his evidence. He thereupon sued the Receiver to recover the statutory damages. In the case of one of the premises only the Court held that the facts amounted to riot as defined in the leading case of *Field v. Receiver of Metropolitan Police* (1907, 2 K.B. 853), and in this case alone the Court found in the plaintiff's favour. But the novel point raised was a preliminary objection taken on behalf of the Receiver. It was argued that the Police Authority, under s. 3 of the Act, acts as a judicial authority and is entitled to insist upon the production of evidence by the plaintiff before he can be called upon to investigate the matter. It is true that under the Act, ss. 3 and 4, the Police Authority is entitled to ask for statutory declarations as to the amount of damage done and compensation claimed, and that if he asks for these and is not furnished with them he cannot be held to have refused to assess compensation. But in this case the Receiver asked, not for statutory declarations, but for proofs of witnesses as to the facts, and this is not a demand he is entitled to make under the statute. So Mr. Justice BAILHACHE over-ruled the objection taken.

#### Assessment of Damages by Police.

AS A MATTER of fact, however, it must be agreed that the Riot (Damages) Act, 1886, places the police in a somewhat anomalous position as regards damages for riot. At common law, of course, the inhabitants of the Hundred were liable in person where property had suffered during the course of riots; a Hundred rate might, perhaps, be levied, but the recovery of damages was obviously difficult. Under the statute the Police Authority is made liable and can pay the moneys out of the police-rate. In each case, of course, the inhabitants are forced to pay; the common law ground for their liability, no doubt, was a presumption that the "hundredors" had neglected their duty to provide watchmen or constables. The common law liability, therefore, was that of a tort-feasor of a rather peculiar kind to indemnify the victims of his neglect of duty. The Police Authority has been placed by the statute in the shoes of the Hundred, but the statutory subrogation has not been applied strictly, for the police are given an opportunity of investigating the facts and have to assess the damages; this certainly seems to contemplate the imposition of a judicial duty upon them. But *Ford v. Receiver for Metropolitan Police District* (supra) looks very like an authority for saying that the Police Receiver's position is not judicial or quasi-judicial but purely ministerial, if not actually that of a statutory tort-feasor. The situation is certainly almost unique even in our archaic law of tort.



### Card Demonstrations in Court.

IN THE RECENT Old Bailey prosecution of *Re v. Captain Biggar and Others* (Times, 14th inst.), in which the three defendants were jointly indicted for conspiracy to defraud by card-sharpping, counsel for the prosecution attempted a dexterous feat in court. He had stated in his opening speech that one method of the defendants consisted in recognizing the high cards by imparting to them a peculiar squeeze with the hand while dealing. This evidently did not sound very plausible to the jury; at any rate, counsel thought it well to give a demonstration with a pack of cards of how the trick was done. The reporters agree that he did it deftly and most admirably, and one contemporary of the daily press unkindly suggests that, had not counsel been one of the Treasury counsel for the Old Bailey, anyone would have suspected him of a mis-spent youth. Our contemporary went on to suggest, however, that counsel had been carefully coached in chambers by a member of the C.I.D., so that the apparent ease of the feat was the result of much pains and practice. Very probably this is so. But the public at large are in the habit of very much under-estimating the profound knowledge of the world in all its sides, seamy and respectable alike, which a successful Old Bailey practitioner usually contrives to acquire, and without which he would scarcely attain success. Many years ago, the writer, sitting in the gallery of the Old Bailey, watched the late GEORGE ELIOT deftly show a jury how a thief could steal a bag in a restaurant by putting his own bag—which had a false bottom—on top of it. The demonstration was most neat and quite successful. Two rough characters sitting in the gallery remarked to one another, in a whisper overheard by this narrator, "If ever that old boy loses his practice at the Bar, he will be able to make a good thing as a 'crook'." The successful Old Bailey advocate needs to know the ways of the "crook" quite as well as the crook or a Scotland Yard detective can know them.

### Gifts to Spiritual Advisers.

THE recent Will suit of *Re Richardson* before Mr. Justice HORRIDGE was remarkable in more than one aspect. It was the first enquiry of its kind under the new jury code tried by a mixed jury. It was an eminently fitting case for the assistance and judgment of female jurors. The story unfolded before the judge and this jury was full of interest. The testatrix, the daughter of a leading Hull solicitor, was said to have been a woman of no little education. But from 1881 until her death in 1920, she had lived "dead to the world," with the blinds of her house down and its windows closed; never going out, but sometimes sitting in her back garden, with a dove on her hand and surrounded by cats! The feline tribe seems to have a particular faculty of getting at the heart strings of lonely ladies. This particular lady had some £3,000 a year, and although very mean to herself, she was extremely generous to others. Among her friends, the solace of her later years, were a cabman and a charwoman. Through the introduction of the charwoman, she became acquainted with the Vicar of the Church of the Transfiguration in Hull. He became not only her spiritual adviser, but her business agent. It was not suggested that he had any corrupt ends to serve. Within four years or so, the lady gave him £4,000. The vicar and a solicitor propounded her last will, and under it each was to receive as an executor a very substantial legacy. But the will provisions in his favour did not add very much to the benefits he had received from the lady in her lifetime. The next-of-kin of the lady attacked the will. He made no charge against the vicar of exercising any "undue influence" in his capacity as her spiritual adviser. The Church of the Transfiguration received a legacy of some £4,000 to be used in increasing the endowments of its incumbent. The will seemed exceptionally "sane" in its disposal of the large residue of the estate among charitable institutions. Coupled with the absence of challenge on the ground of undue influence, this feature of the case appeared

to be a very strong point in favour of the will being upheld. The striking note in the case, however, was that not a single witness appeared on behalf of the executors who had not either received something from the old lady during her life, or would receive something under her will. The jury found against the will. In effect, they considered that she had not been of sound disposing mind for many years. Admittedly, she had been, according to the Vicar, subject to some delusions, and it had a humorous touch—she believed in one trinitarian group. The three great benefactors of the race, in her mind, were the doctor for his services at birth, the solicitor for his assistance through life, and the clergyman for his presence upon one's departure for the unseen. She "remembered" all these professional interests.

Mr. Justice HORRIDGE in his charge to the jury, distinctly indicated that the representatives of the deceased lady might reclaim the gifts made by her to her spiritual adviser during her lifetime although he had taken them in the best of faith. The law is jealous of such transactions and exacts a high degree of care in seeing that all gifts made to clergymen, and indeed to anyone exercising a position of influence over, and imposing confidence upon, the donor, are made freely and independently of their position and influence. Generally speaking, donors distributing their funds lavishly are not gifted with strong wills. The Law Reports disclose not a few instances of weak minds taken advantage of under stress of religious emotion. There was the old lady from Newcastle with an income of £5,000 a year who after her husband's death got into unfortunate touch in London with a "Head Spiritualist." Within a very short time, as the result of a "message" from her husband, the old lady adopted the "Head Spiritualist" as her son, and he relieved her of some £24,000 to make himself independent. Other "gifts" followed. In the end, she consulted another "spiritualist," and he was in the happy position of being able to transmit a "wireless" from her husband informing her that her other friend was "an impostor." Before she died, the old lady succeeded in getting the court to set aside the deeds she had been so foolishly induced to make as the result of her victimisation by what GIFFARD, V.C., characterised as "mischievous nonsense": see *Lyons v. Home* (1868, 5 Eq. 655). Again, under the guise of religion, a quondam curate of the Church of England, who had entered within the fold of the "Exclusive Brethren," obtained from the epileptic son of a very well-known London merchant over £100,000. Mr. Justice WRIGHT severely denounced the tenets of this sect as practised in the case before him, of which the chief appeared to be "to give everything to the Lord" with a first call or mortgage upon it in favour of the Lord's "servant." The executors, as appears from *Morley v. Loughnan* (1893, 1 Ch. 736), recovered judgment for £140,000. But it is supposed that they had some difficulty in recovering all this money from the "Gehazi" defendant.

Undue influence is a euphemism for fraud. This is clear from the endorsement of Lord JAMES OF HEREFORD of Lord KINNEAR's opinion in *Low v. Guthrie* (1909, A.C. 278, 282). It is a question, however, how far the law has been modified by the pronouncement of the Judicial Committee in *Craig v. Lamoureux* (1920, A.C. 349), to the effect that it is not enough to show the possibility of a testator's will power being overborne by one, in that case a husband, in a position to exert his influence. It must be proved, according to the decision in question, that such an influence has, in fact, been exercised, and that the execution of the will with provisions in his favour was obtained through its exercise. The case was tried in Canada without a jury. The Judicial Committee distinguished between gifts *inter vivos* and gifts *mortis causa*. No doubt, it was not intended to relax the burden of proof in case of donations *inter vivos*, by means of which, as Lord HALDANE observed, donors may be stripped in their lifetime of all their property.

Mr. Lewis Davis, of King's Bench Walk, Temple, at one time solicitor to the West End Synagogue and a member of the Council of the Anglo-Jewish Association, left estate of gross value of £12,686.



## The Agriculture Act, 1920.

### II.—Amendment of the Agricultural Holdings Acts (*continued*).

(1) *Compensation for Disturbance (cont.)*—Section 10 of the Act of 1920, which replaces s. 11 of the Act of 1908, and which we considered last week, applies to holdings generally, as defined by s. 48 (1) of the Act of 1908; i.e., "any parcel of land held by a tenant, which is either wholly agricultural or wholly pastoral, or in part agricultural and as to the residue pastoral, or in whole or in part cultivated as a market garden." But this is extended by s. 24 of the present Act so as to meet the difficulty shewn by *Re Lancaster & Macnamara* (1918, 2 K.B. 472), where a farm let with an inn was held not to be a "holding." In such a case the inn or other part of the premises not used for agriculture will be treated as "non-statutory land," and the Acts will apply to the remainder so far as relates to compensation for improvements and disturbance; but this does not apply to contracts of tenancy made before the present Act.

Compensation for disturbance was allowed to tenants of small holdings by the Small Holdings Act, 1910. This is now repealed, and such holdings appear to be left to the general provisions in this respect of the present Act. But there has hitherto been no corresponding provision for allotment gardens. This is now introduced by s. 11 (1) of the present Act, and the general provisions of the Act as to compensation for disturbance are to apply with the necessary modifications in the case of an allotment garden, but subject to the provisions of the section. These are contained in s.s. (2), (3) and (4), but we need not specify them. Under s.s. (5) the exclusion of the Metropolis from the Allotments and Cottage Gardens (Compensation for Crops) Act is repealed. A further extension of the principle of compensation for disturbance is made by s. 12 of the present Act, and in the case of the occupation of a cottage on a holding by a workman (whether under a contract of tenancy or not), and of the termination of the occupation by the termination of the employment, the provisions of s. 10 as to compensation are to apply (subject as provided by the section, and so far as the same are capable of application), as if the cottage were a "holding." The qualifying provisions are numerous; for instance, compensation will not be payable if the employment is for a year or half-year, and the occupation is terminated at the end of such period. But here, again, it is unnecessary to go into detail.

(2) *Compensation for Improvements*.—The amendment of the law as to compensation for improvements is the occasion of another long section of the Act—s. 15. The classification of improvements under the first schedule to the Act of 1908 as those to which the consent of the landlord is required (Part I), in respect of which notice to the landlord is required (Part II), and in respect of which neither consent nor notice is required (Part III), is retained; but by the first schedule to the present Act two items are added to Part I, namely, (16a), Provision of permanent sheep dipping accommodation, (16b), In the case of arable land the removal of bracken, gorse, tree roots, boulders, or other like obstruction to cultivation; and as regards this Part provision is now made for the case of the landlord refusing his consent, but the first item in Part I, "the erection, alteration or enlargement of buildings" is definitely excepted from this new provision, and other improvements are only within it if they are declared by regulation made by the Minister to be improvements to which s. 15 (1) applies. A draft of any such regulation must be laid before Parliament, and we notice from the list of Parliamentary Papers that draft regulations have been so laid, but on inquiry we are informed that they are not yet issued to the public. By such regulations one or more of the items in Part I, other than the first, can be brought within the new provision, and in the event of the landlord refusing, or within a reasonable time failing to consent to the improvement, either absolutely or except upon terms which the tenant is unwilling to accept, the local Agricultural Committee may, on the application of the tenant, and after giving the landlord or his representative an opportunity of being heard, direct that the improvement shall be treated as if it were

in Part II; that is, notice must be given to the landlord, and an agreement as to compensation may be made; in default of agreement, the landlord may execute the improvement and recover as rent from the tenant the rent or annual sums mentioned in s. 3 (3) of the Act of 1908 (but subject as after mentioned), and if he fails to do so the tenant may execute the improvement and recover, on quitting his holding, the statutory compensation. Section 3 (3) provides for the landlord charging 5 per cent. per annum on his outlay, or such annual sum payable for twenty-five years as will repay the outlay in that period, with interest at the rate of 3 per cent. per annum. But it is now provided by s.s. (2) of s. 15 that the Minister may by regulation substitute for the per centages and period just mentioned such percentages and period as he thinks fit, having due regard to the current rates of interest.

Sub-section (3) of s. 15 facilitates the turning of land into a market garden, and the execution thereon of the market-garden improvements specified in the third schedule to the Act of 1908. At present, under s. 42 of that Act, the statutory compensation for these improvements depends upon there being a written agreement that the holding shall be let or treated as a market garden. In that case the provisions of the Act apply as if the market garden improvements of Schedule III were improvements comprised in Part III of Schedule I; i.e., neither consent of nor notice to the landlord is required. Under the present Act a tenant who desires to use his holding as a market garden will not be dependent on the agreement of his landlord. He can submit the matter to the local Agricultural Committee, and the Committee, after being satisfied that the holding or part of the holding is suitable for the purposes of market gardening, may direct that s. 42 shall apply to the holding in respect of all or some only of the improvements specified in Schedule III. But where any direction is given by an Agricultural Committee under the sub-section, the Committee may attach conditions for the benefit of the landlord, and, apart from such discretionary conditions, certain provisions are made consequent upon such direction. The effect of these provisions is to apply the Evesham custom: that is, if the tenant determines his tenancy, he is only entitled to compensation for market garden improvements if he can find another tenant willing to take his place, and to repay to the landlord the compensation which the landlord is liable to pay to the outgoing tenant. The powers exercisable under s. 15 by a Committee will, on notice in writing given by either party to the other, be exercised by an arbitrator appointed and acting under and in accordance with the Act of 1908.

Compensation is also payable for the increase in the value of a farm due to the continuous adoption during the tenancy of a standard of farming or a system of farming, which has been more beneficial to the holding than the standard or system (if any) required by the contract of tenancy. Proof of such increase of value must be given to the satisfaction of an arbitrator appointed under the Act of 1908. This is under s. 16, and certain conditions are attached to the right to compensation for which reference may be made to the section. On the other hand, by s. 19 a landlord is given a claim against the tenant for deterioration in the value of the holding by the failure of the tenant to cultivate it according to the rules of good husbandry or the terms of the contract of tenancy; but the landlord must before the termination of the tenancy give notice of his intention to claim compensation. Under s. 6 (2) of the Act of 1908, a claim by a tenant to statutory compensation could not be made unless notice of intention to make the claim was given before the determination of the tenancy, and by s.s. (3), claims by either party against the other for breach of contract or otherwise might be referred to arbitration with the claim to compensation. These sub-sections are repealed, and are replaced by s. 18 of the present Act, which provides generally for reference of claims to compensation or for breach of contract or waste, or otherwise in respect of the holding, to arbitration in accordance with the Act of 1908; but no such claim will be enforceable by either party against the other after two months from the determination of the tenancy, unless particulars have been given before that period.

(To be concluded.)

## Mr. Belloc's Theory of the British Constitution.

MR. HILAIRE BELLOC is one of the few men of genius of whom English letters can boast to-day. In his time, too, he has been a politician and served in the House of Commons, although the sojourn of his restless spirit in that home of conventional partizanahp was brief and burdensome; he seems to have regarded it much as the Israelites regarded their time of bondage in Egypt. But to so original a mind as his the practical life of Parliament was bound to suggest many problems for solution, and these he has given to the world in his recent volume on the "Monarchy and the House of Commons."

It ought to be said at the outset that we must not expect from Mr. Belloc a commentary of the orthodox legal type on the law of our Constitution. He is neither a Dicey nor an Anson; in fact, he is not a practising member of the legal profession. It is true that Mr. Belloc is a member of Gray's Inn, but we believe he has not carried his studies to the point of being called. Like Burke and Gladstone and Disraeli, he has hit on the threshold of a great, but somewhat commonplace, profession; doubtless he felt in the dim depths of his soul that genius of his romantic kind was out of place in the somewhat drab world of legal learning. In his works, indeed, Mr. Belloc shows no traces at all of his pilgrimage in the great Inn to which Bacon belonged in the past and Lord Birkenhead in the present: he never even mentions its antiquities or its traditions in any of his writings. Indeed, even Oxford, where he spent four vigorous and successful years, the darling of the Union to the Presidency of which he in due course attained, has left curiously little impression on his Southern mind. Paris and Rome, Normandy and Provence, the Alps, and the Pyrenees—these are ever recurring in the essays of Mr. Belloc. The Thames, too, is a favourite. So is the fen country. So, too, is his native and beloved Sussex. But for Oxford, as for London, he seems to care little. To a mind so constituted, English traditions, which cling so largely round Oxford and round London, must always be felt in a way rather different from that in which they impress themselves on less unconventional minds.

Again, one must not expect from Mr. Belloc a practical study of our Constitution as it appears to plain men who are not lawyers but have been politicians. The spirit of Bagehot is not that of Mr. Belloc. Still less has he the viewpoint of Mr. Leonard Courtney or of Professor Ramsay Muir. These shrewd men of the world live on the level plain; Mr. Belloc is a creature of the mountains. Or, rather, he is a creature of the volcano which has raised the mountain, or of the earthquake which has crumpled them into their present form. The French Revolution, that volcanic period of human history, when revolution burst forth like a flood of lava from some long quiescent crater to overwhelm a kingdom and scatter its ashes over half a continent, assuredly is the truest causeway on which his genius can work with native ease. His greatest works are bound up with the history of the French Revolution; or else of Rome—the still world of perpetual order and moral discipline which is the foil to the Revolution. The spirit of Mr. Belloc seems to hover in endless uncertainty between Rome and Revolution. He reminds one of the babe which has died before it is baptised, and which, according to the legendary lore of that Catholic Church he loves so well, is deemed to flit for ever in the void between Heaven and Hell. Mr. Belloc tries hard to be a true Catholic of the communion of Rome. He tries hard also to be a true Jacobin of the Mountain and the Convention. The effort to reconcile such contradictory ideals is indeed a tremendous one. It accounts, we think, for many of Mr. Belloc's vagaries and heresies.

What view, then, of the British Constitution can we expect from Mr. Belloc? And what value attaches to the view on so commonplace a subject of so wayward a man of genius? The answer to these questions, we think, is this. Mr. Belloc, despite all his eccentricities and his mannerisms, is essentially a prophet. He has vision and insight. He has much to teach us that is well worthy of being considered and pondered. Learned lawyers we have every day. Conventional and sensible men of the world are to be found growing on every bush. But a prophet is only born into the world now and again. And, however angular his vision, it is a vision worth attending too. It is sure to contain some grain of truth the rest of us have overlooked.

Well, then, let us try to see the central idea of Mr. Belloc. It is simple enough. To Mr. Belloc England is and always has been essentially a Monarchy. In strict legal theory the Crown is everything; Parliament and the Executive and the Judiciary are but the channels in which the flood streams of the Monarchy flow. Restraints on the Prerogative are largely conventions—and conventions which have arisen in recent times. As they have arisen in answer to the practical needs of the moment, so they may disappear and be replaced by other conventions in response to the new needs of to-morrow. So far even the most rigid of lawyers may, perhaps, agree that in the theory of our jurisprudence Mr. Belloc has a case.

Then Mr. Belloc goes on to argue that the present predominance of the House of Commons, a predominance dating from the Puritan Revolution of two and a half centuries ago, is but a passing accident which arose in response to an economic revolution in the affairs of England. The decay of feudalism and the growth of great landed estates, cultivated on the system of "extensive culture"; the growth of capitalism and the rise of factories where men, once free, work for a wage; the growth of credit and the dominance of the banker and financier who control the distribution of credit; these created a governing class, or oligarchy, composed of land-

owners and captains of industry and bankers who employ the rest of the community and bend it to their will. By virtue of their money, their newspapers, their capacity to give or withhold employment, they have captured the House of Commons and the House of Lords. They or their nominees sit in the former. They or their mortgage-debtors sit in the latter. And by means of this control the Oligarchy or Governing Class has gained complete dominion over the State. Its interests, its morality, its philanthropy, its prejudices, its passions—these get embodied in the laws of England.

Now Mr. Belloc does not think this system necessarily bad. At one time, he thinks, it was the best system of government available. The squirearchy and the nobility were actuated by lofty motives—the spirit of *noblesse oblige*. The Commercial Magnates were educated at our Public Schools and Universities; they believed in the creed of "Gentlemen" and of "Christians." And the people, he thinks—the middle classes and the manual workers—respected and admired the Oligarchy. We were then a "deferential" people, as Mr. Bagehot called us sixty years ago in his invaluable Essay on the British Constitution. We were anxious to be ruled by our betters. Indeed, so long as the population was mostly rural, this spirit continued. But with the growth of great towns and the decay of the countryside this spirit passed away. We became no longer a "deferential" people, but a populace like the American, where every man is as good as his neighbour, "and better too." The gentleman is no longer respected. The rich man meets with servility but not with respect. The workman desires ease and money and luxury, but has no wish to become a gentleman or to associate with gentlemen. He does not even know a gentleman when he sees him; whereas his grandfather was the truest judge of a gentleman. The workgirl wishes pleasure and leisure; but she would as soon be the mistress of a counter-jumper as of a poet or a public school man. In fact, values have become vulgarised both among the rich and the poor. The rich have forgotten the maxim "*noblesse oblige*." They have ceased to patronise men of genius and men of letters. They prefer the boulder who is wealthy to the Bayard *sans peur et sans reproche*, or the Admirable Crichton who has not made money. Such is Mr. Belloc's indictment.

Holding this view, Mr. Belloc thinks it inevitable that Parliamentary Government should go. The House of Commons will cease to consist of the better classes, because the workers will no longer send them there. It will cease to command the respect of the nation, because its members will not be rich men or intellectual men—both of whom can command admiration and respect of rather different kinds—but simply working men whose comrades regard them as no better than themselves. It will have no moral authority, and will be obeyed only in so far as it can enforce obedience by the sword and the truncheon, the tank and the bomb. But that it can never do for long. And so power will pass into other hands. Not into the hands of a democracy, because a democracy has essentially the egalitarian spirit, the love of liberty—and this, Mr. Belloc thinks, can never be found in a wage-earning community. There a man is always a slave; if not of his employer, then of his trade union, as in England, or of his wife, as in America. Only freemen can have the spirit of freedom. And a freeman, Mr. Belloc thinks, must be indeed free. He must own property and be his own master. The peasant proprietor can be free, the hired labourer never. The craftsman who owns his little workshop is a freeman in spirit; not so the employee in a large factory. The cab-owner who drives his own cab can be independent; but the railwayman must remain at heart a slave. Only in a "Distributive State," i.e., one where wealth is divided among a multitude of small owners, as in France or Spain, can one have true liberty and therefore true democracy. In countries of great industries like England and the United States and Germany, the people may be slaves or socialists or syndicalists; but they can never be democrats.

Such is Mr. Belloc's view. What then are his expectations of the future? He sees two possibilities. One is Anarchy; the rule of innumerable clubs and Guilds and Councils of Action. The other is Monarchy, the reconstruction of an orderly State in which the great Guilds take the place of the Medieval Estates or Feudal Lords, and of the modern House of Commons. Such Guilds will act under the Monarchy and in accordance with the settled rules of England's Traditional Policy. A new Constitution will grow up, unwritten as at present, based on "Conventions", rather than on Laws as to-day. This Vision may be all wrong. Yet it can teach us much.

### Books of the Week.

**Stamp Duties.**—The Law of Stamp Duties on Deeds and other Instruments. By E. N. ALPHE, Barrister-at-Law. Revised and enlarged by ARTHUR REGINALD RUDALL, Barrister-at-Law. With Notes on Practice. By HERBERT WILLIAM JORDAN. Fifteenth edition. Jordan & Sons Ltd. 12s. 6d. net.

**Stamping.**—The Law and Practice Relating to the Stamping of Commercial Documents. By ALBERT CREW, Barrister-at-Law. Assisted by ALLAN H. GANDES. Gee & Co. (Publishers) Ltd. 8s. net.

**Finance Acts.**—The Finance Acts, 1894-1919, so far as they relate to The Estate Duty and other Death Duties (except Increment Value Duty). With Notes and Table of Forms. Fourth edition. By J. WEBSTER-BROWN, Solicitor. Stevens & Sons Ltd. 25s. net.

**The Grotius Society.**—Transactions of The Grotius Society. Vol. 6. Problems of Peace and War. Papers read before the Society in the year 1920. Sweet & Maxwell Ltd. 7s. 6d. net.



## An Epitome of Recent Decisions on the Workmen's Compensation Act, 1906.

By H. LANGFORD LEWIS, Barrister-at-Law.

(Cases decided since last Epitome, Vol. 63, p. 154.)

### (5) MISCELLANEOUS DECISIONS (continued).

*Dutton v. Sneyd Bycars* (C.A.: Warrington, L.J., Atkin, L.J., Eve, J., 27th October and 10th November, 1919).

**FACTS.**—A workman was employed as a labourer in the manufacture of poison gas in a factory controlled by the Ministry of Munitions, and claimed compensation for industrial disease contracted in the employment. He was incapacitated for some weeks, during which he was paid full wages. He was then given light work, and paid a weekly sum calculated in accordance with the Act for which he gave receipts on forms headed "Workmen's Compensation." The county court judge held the employers were estopped from denying the claim of the applicant to an award.

**DECISION.**—The judge was wrong. The disease from which the workman suffered was not a scheduled disease within the Act, and there was no evidence to justify the finding of an estoppel, and no agreement between the parties to treat the case as being within the Act. (Case reported 1920, 1 K.B. 414, 89 L.J.K.B. 85; 64 Sol. J. 99. 12 B.W.C.C. 345.)

*Kirk and Randall (Limited) v. Bourke* (C.A.: Warrington, Duke and Atkin, L.J.J., 25th June, 1919).

**FACTS.**—A workman injured his leg by accident in 1911, and ultimately an agreement was recorded for the payment of 15s. a week. In 1919 the employers applied to terminate the payments, on the ground that they had discovered that the incapacity had ceased, and that the workman had been working and receiving wages for other employers for 21 weeks, while still receiving compensation. The county court judge without finding that total incapacity had ceased found that the workman had defrauded the employers, and suspended payments for 21 weeks and for a further period of 5 weeks in respect of costs.

**DECISION.**—The judge had no jurisdiction to make such an award, and there was no evidence to support the finding of fraud. The award, would be discharged. (Case reported 88 L.J.K.B. 1145; 121 L.T. 349; 12 B.W.C.C. 209.)

*Williams v. Minister of Munitions* (C.A.: Warrington, Duke and Atkins, L.J.J., 25th June, 1919).

**FACTS.**—A workman injured in January was paid weekly compensation until November, when the employers stopped it and suggested that he could resume work. After negotiations he agreed to accept £250 in full satisfaction of all claims. The respondent then applied to record a memorandum of the agreement which recited, erroneously, that it was in redemption of a weekly payment, all weekly payments having ceased when it was made. The county court judge refused to record it on the ground that the lump sum was inadequate.

**DECISION.**—The judge was wrong and the agreement must be recorded, it being a genuine settlement of an unascertained liability binding on both parties. The respondent was not estopped from asserting this by his mistake as to the true construction of the agreement. (Case reported 88 L.J.K.B. 1105; 121 L.T. 341; 12 B.W.C.C. 213.)

### (6). HOUSE OF LORDS CASES (continued from p. 310 ante).

*Campbell or Robertson v. Woodilee Coal & Coke Co. (Limited)* (H.L.: Lords Finlay, Cave, Dunedin, Atkinson and Moulton, 10th March, 1920).

**FACTS.**—A miner while at work in a fiery mine, during his dinner hour struck a match to light his pipe. An explosion instantly occurred by which the man was killed. By the Coal Mines Act, 1911, the taking of matches into such a mine was prohibited, and the lighting of a match was an offence under s. 32 of that Act. The sheriff substitute found as a fact that the explosion was an accident arising out of and in the course of the deceased man's employment and awarded his widow compensation. The First Division of the Court of Session held that there was no evidence to support the award, and the widow appealed.

**DECISION.**—That the accident did not arise out of and in the course of the man's employment since by striking the match he added a peril which was not incidental to it, and created a danger which would not have materialized, but for what he did. (Case reported 64 Sol. J., 374, 123 L.T. 113; 13 B.W.C.C. 51.)

*Bourton v. Beauchamp and Beauchamp* (H.L.: Lords Cave, Dunedin, Atkinson, Shaw and Sumner, 7th and 14th May, 1920).

**FACTS.**—Men working in the respondents' coal mine charged a hole with an explosive shot which missed fire leaving the charred remains of the

fuse outside the stemming. The stemming itself was left intact. Two days later a collier, who was a certified shot firer, went with another man to get coal at the place where the unexploded shot was, and contrary to regulations thought he would utilise the hole. While attempting to clear the hole of the stemming an explosion took place which resulted in his death. His widow claimed compensation.

**DECISION.**—The accident did not arise out of the employment, as in drilling out the old stemming the deceased man was acting contrary to the express statutory prohibition, and was therefore doing an act excluded from his employment. (Case reported 64 Sol. J., 601; 13 B.W.C.C. 90.)

*William Baird & Co. (Limited) v. McGraw* (H.L.: Lords Haldane, Finlay, Cave, Dunedin and Shaw, 22nd June, 1920).

**FACTS.**—A lad was employed at a pit and one Friday morning, which was a pay day, he overslept himself and did not go to work. He however went to the pit at about 1 o'clock to get his week's wages, and while waiting about to catch the man who gave out the pay lines, without which the men could not get their wages, was knocked down by a runaway wagon and severely injured.

**DECISION.**—That the accident arose out of and in the course of the employment, for although he was not working that day his contract of employment had not ceased, and he was entitled to go to the mine on the Friday to collect the wages due to him. (Case reported 64 Sol. J., 650; 13 B.W.C.C. 233.)

## Correspondence.

### Hypnosis and Investigation into Crime.

[To the Editor of the Solicitors' Journal and Weekly Reporter.]

Dear Sir,—My attention has been drawn to an article in the SOLICITORS' JOURNAL for March 5th concerning the use of Hypnotism in the examination of Quarmby in Walton Prison. As the responsible person for this, I should like, with your permission, to make an explanation in respect to it.

Much more has been made of the circumstance than I desired, or than it deserved.

It is entirely wrong to suppose that resort was made to hypnotism for the purpose of extracting a confession. There was no need for this, since confession had been already fully made, and further, I would not have used it for such a purpose.

I was engaged in eliciting all I could in the way of material which would empower me to help Quarmby, and I was making as full an examination as I could of the underlying impulses which urged him to commit the crime. Having exhausted all that I could consciously gather, I explained to him that I might find something to assist him further by a search of the subconscious mind, and to this he readily agreed.

In effect, it was as though I had said: "As far as you know you have placed all the facts upon the table, but, there may be something more in the drawer, hidden from sight; may I open it and look?"

Under hypnosis, after a preliminary suggestion of courage for the ordeal that he was about to undergo, I merely conducted the examination as though he had been in the waking state, and no suggestion could come from the controlling mind. It was merely an amplified investigation such as I constantly make in my practice in order to obtain the fullest and most faithful record of underlying mental processes. As to whether a man may, or may not, lie under hypnosis, it is not necessary to discuss here. It was to the accused's full advantage to assist me, and it must always be kept in mind that my clear duty was to use my information to his advantage, and not to extort a confession.

SIDNEY WILKINSON.

72a, Rodney-street, Liverpool.  
14th March.

[We are obliged to Dr. Wilkinson for his letter, and we are glad to have the benefit of his explanation of the matter.—Ed. SOL.J.]

## CASES OF THE WEEK. House of Lords.

### EVERETT v. GRIFFITHS and Another.

January 27th, 28th, 31st, February 1st, 3rd, 4th, 7th, 8th, 10th and March 7.

LUNATIC—ALLEGED LUNATIC—CHAIRMAN OF GUARDIANS ACTING AS JUSTICE—MEDICAL PRACTITIONER—DETENTION ORDER—CERTIFICATE OF MEDICAL PRACTITIONER—ACTION FOR DAMAGES—LUNACY ACT 1890 (53 & 54 Vict. c. 5), ss. 16, 20, 330—LUNACY ACT, 1891 (54 & 55 Vict. c. 65), s. 25.

The chairman of a board of guardians, acting under s. 25 of the Lunacy Act, 1891, signed an order under s. 16 of the Lunacy Act, 1890, after holding an inquiry and upon the certificate of a doctor for the reception of the plaintiff as a pauper lunatic into an asylum. The plaintiff subsequently brought an action for damages against the chairman of the guardians and the certifying



doctor. The plaintiff expressly disclaimed any suggestion of mala fides on the part of either defendant, or that they had acted outside their jurisdiction, but he alleged that they had been guilty of negligence and had based their decision on facts which were distorted. The action was tried before Lord Reading, C.J., and a special jury. The jury could not agree as to whether the defendants had acted with reasonable care and were discharged. His lordship refused a new trial and entered judgment for the chairman on the ground that he was exercising judicial authority and admittedly had acted honestly, and therefore no action lay against him for an act done in a judicial capacity, and for the doctor on the ground that his certificate was not the cause of the plaintiff's detention, which was, in fact, caused by the order of the chairman. The Court of Appeal (Atkin, L.J., dissentiente) upheld the decision of the trial judge, and the plaintiff appealed. After consideration

Held, (1) with regard to the Chairman, that as he was honestly satisfied that the plaintiff was a proper person to be detained, it was immaterial to consider whether he used reasonable care in arriving at his conclusion, since he came within the protection given by s. 16 of the Lunacy Act, 1890, and no action lay against him, and (2) with regard to the doctor, it was not proved that he had been negligent in any duty he owed to the plaintiff, and therefore he was not liable. Accordingly the appeal was dismissed.

Appeal by the plaintiff in the action from an order of the Court of Appeal, reported 64 Sol. J., 445 (1920), 3 K.B. 163, which, by a majority (Atkin, L.J., dissentiente), affirmed a judgment entered for the two defendants at the trial before the Lord Chief Justice, after the special jury, who failed to agree on the question of reasonable care and skill, had been discharged. The action was brought by the plaintiff in respect of his being sent to Colney Hatch Asylum and detained there for a few days under the provisions of the Lunacy Act, 1890, s. 16, by the defendant Griffiths, who was a person duly authorised to make such an order by the Lunacy Act, 1891. In substance, the action was one for false imprisonment against both defendants, and also against the defendant Auklesaria for damages for wrongfully certifying him as a lunatic. It was not suggested by the plaintiff that either defendant had acted without jurisdiction, and any suggestion of mala fides was specially disclaimed, but it was said that the defendants had been guilty of negligence and want of skill and care in performing the duties which they had to perform in carrying out the provisions of the Acts. The appellant argued his case for seven and a half days and referred to a great number of authorities in support of his contention that there was a case to go to the jury against both defendants, and therefore a new trial should be ordered. Counsel for the respondents were asked to deal only with the question of "reasonable care and skill," and, in the course of doing so, their lordships intimated they had heard enough, and the plaintiff stating it was useless for him to reply at any length, judgment was reserved.

LORD HALDANE, in moving the appeal should be dismissed, said that the real legal question was not whether the appellant was actually of unsound mind when he was so certified, but whether the respondents committed a breach of any obligation to be careful in so certifying. The appellant was at the time about 23 years of age; he had conducted his case in person, both there and in the courts below, with considerable ability. In March, 1919, when residing with his parents, his mother called in the police and asked that her son should be put under restraint as he was of unsound mind and dangerous. The police took him to the Islington Workhouse under the authority of the provisions of s. 20 of the Lunacy Act, 1890, where he was detained. He was there examined by Dr. Auklesaria, the medical officer of the workhouse, and a special inquiry was held as to his condition by Mr. Griffiths, who was the chairman of the board of guardians, and had been empowered by the Lord Chancellor under s. 25 of the Lunacy Act, 1891, to sign orders for the reception of pauper lunatics. The object of the Lunacy Act of 1890 was to secure as far as possible that persons put under restraint as being of unsound mind should not have their liberty so interfered with unless stringent conditions were complied with. [His lordship referred to ss. 20, 14 and 16 of the Act of 1890.] The justice was to call in a medical practitioner, and could, if the prescribed conditions were satisfied and the proper inquiries had been made, make a reception order. In such instances the medical practitioner was to sign the certificate. In 1891 a further Lunacy Act was passed by which (s. 25) power was given the chairman of a board of guardians to sign reception orders for pauper lunatics. The question the court had to decide was whether, on the evidence and from the examination of the appellant, those persons whose business it was to form an opinion about it could reasonably come to the conclusion that he was in such state that it was desirable in the interest of those around him that he should be placed, temporarily at all events, under restraint and treatment. [His lordship referred to the evidence given at the inquiry.] At the close of the inquiry, Mr. Griffiths consulted with Dr. Auklesaria and came to the conclusion that it was a case for detention. At the asylum he was also examined by two doctors, who came to the same opinion. A few days later the appellant escaped from the asylum, and evading capture until fourteen days had passed from the date of the order, could not be re-taken under the existing order. The appellant on the 4th June issued the writ against both respondents for damages for false and unlawful certification causing him to be unjustifiably taken to and incarcerated in an asylum, although of sound mind. [His lordship referred to the proceedings at the trial and examined the judgments delivered by Bankes, Scrutton and Atkin, L.J., in the Court of Appeal.] His lordship analysed fully the dissenting judgment of Atkin, L.J., not only because it was "a powerful piece of reasoning," but because of the anxiety it displayed

to guard against a possible miscarriage of justice. The conclusion he came to, however, was that Parliament had taken sufficient safeguards. He thought it enough to bring the case within s. 16 if the person so brought before the justice had so lost mental control of his own actions that he had, as the appellant had, assaulted his father and mother and pulled down the curtains in his room and could not be relied upon not to repeat the acts complained of. The result was that in his opinion, as regarded both respondents, this House ought to exercise the power it had by virtue of order 40, r. 10, of the Rules of the Supreme Court, and order 58, r. 4. The question was not whether there was literally no evidence to go to the jury on the issue as to want of proper care, but whether there was none that ought reasonably to satisfy the jury that, in point of fact, such care was not taken. As a Court of Appeal they had power to dispose of this case by giving judgment for the respondents if they were satisfied that on no question of fact which the appellant was entitled to have submitted to a jury was there evidence in his favour on which that jury could properly find a verdict for him. With regard to the respondent Griffiths, assuming that he had actually satisfied himself, acting honestly and *bona fide* in arriving at his conclusion and proceeding upon it, he had done the very thing which the statute had told him to do, and no further question arose. For that additional reason, in the case of the respondent Griffiths, there was no case to lay before the jury in this action. The appeal failed.

LORDS FINLAY, CAVE, ATKINSON and MOUTON read judgments to the effect that with regard to Mr. Griffiths, it being his honest opinion that the appellant was a lunatic at the time, he was bound to give effect to that opinion in his decision, and was protected by s. 16 of the Act of 1890. And with regard to Dr. Auklesaria, there being no evidence of want of care or skill which could give the appellant a cause of action (assuming in the appellant's favour that such negligence, if proved, would give a cause of action without deciding it), judgment had rightly been entered for him.—COUNSEL: The appellant in person; for the respondents, Rawlinson, K.C., and Sydney Davey. SOLICITORS: A. R. Lord; Samuel Price & Sons.

[Reported by ESKIN REID, Barrister-at-Law.]

## Court of Appeal.

THE "DANUBE II." No. 1. 16th February.

ADMIRALTY—COLLISION WITH H.M. SHIP—NEGLECT OF OFFICER IN COMMAND—ACTION—LIMITATION—PUBLIC AUTHORITIES PROTECTION ACT, 1893 (56 & 57 Vict., c. 51)—MARITIME CONVENTIONS ACT, 1911 (1 & 2 Geo. V, c. 56), s. 8.

In an action for damages for negligence brought against a naval officer or other servant of the Crown, he is entitled to plead the Public Authorities Protection Act, 1893, in his defence, and the action must therefore, in order to succeed, be brought within six months after the act, neglect or default complained of.

Appeal by the plaintiffs from a decision of Hill, J. (reported 1920, P. 104). The plaintiffs were the owners and master of the Norwegian steamer "Norrøna." The defendant was Lieut. Harry Jewiss, R.N.R., in command of H.M. steam tug "Danube II." On 7th December, 1917, the "Danube II." was engaged in towing a battle-practice target from Portsmouth to Scapa Flow, and had arrived in the Thames Estuary. The "Norrøna" was lying at anchor when the target came into collision with her and sank her. The plaintiffs brought this action against the defendants for damages for negligence. Hill, J., held that the defendant alone was to blame for the collision, but that he was protected by the Public Authorities Protection Act, 1893, which provides by s. 1, "Where after the commencement of this Act any action . . . commenced in the United Kingdom against any person for any act done in pursuance, or execution, or intended execution of any Act of Parliament, or of any public duty or authority, or in respect of any neglect or default in the execution of any such act, duty, or authority . . . (A) the action shall not lie or be instituted unless it is commenced within six months next after the act, neglect or default complained of." In the present case the writ was not issued until 17th December, 1918. The plaintiffs appealed, and relied on the Maritime Conventions Act, 1911, providing for a limitation of two years in actions for damages by collision at sea.

The COURT dismissed the appeal.

LORD STERNDALE, M.R., said that he thought the appeal must be dismissed. It raised, however, a new point, for, so far as he was aware, the Public Authorities Protection Act, 1893, had not been pleaded as a defence to any such action as this, at any rate in the Court of Appeal. An officer commanding the tug "Danube II." had been ordered to tow a battle target to Scapa Flow. On the way he was ordered to anchor in the Black Deep, in the Thames Estuary. Owing to the negligent manner in which he manœuvred the target it came into collision with the "Norrøna," which was sunk. The only defence before the court was that of the Public Authorities Protection Act, s. 1. [His lordship read the section and proceeded.] It was argued that the Act did not apply to the present case because it did not apply to the Crown or any persons in the service of the Crown, or of an authority which could not be said to require protection. That suggested limitation was not to be found in the Act itself, and the Attorney-General called attention to the fact that the schedule of repealed enactments included sections of statutes, such as the Naval Prize Act, 1864, and the Dockyard Ports Regulation Act, 1865, which regulated and protected servants of the

Crown. Section 2 seemed to recognise that the matters dealt with by the repealed enactments were matters to which the Public Authorities Protection Act would apply. The officer in command of the tug was certainly doing an act in execution of a public duty under the authority of the Crown, and therefore came within the words of the Act. The same view was taken in other cases, not binding upon the Court of Appeal, by Darling, J., and A. T. Lawrence, J. The first point therefore failed. Secondly, it was argued that the Act did not apply to shipping cases, as it was in conflict with the Maritime Conventions Act, 1911, s. 8 of which prescribed a period of two years' limitation in collision cases. He (his lordship) could not say that that Act, which related to merchant shipping only, applied at all to the present case, but even assuming that it did, it did not seem to be inconsistent with the earlier Act. The two periods of limitation might very well be co-existent in any particular case. The second point therefore also failed, and the appeal must be dismissed, with costs.

SCRUTTON, L.J., delivered judgment to the same effect, and YOUNGER, L.J., concurred.—COUNSEL: R. A. Wright, K.C., and H. C. Dumas; Sir Gordon Hewart, A.G., and Dunlop, K.C. SOLICITORS: Constant & Constant. The Treasury Solicitor.

[Reported by H. LANGFORD LEWIS, Barrister-at-Law.]

## High Court—Chancery Division.

**BOWLER AND ANOTHER v. LOVEGROVE.** P. O. Lawrence, J.  
25th, 26th and 27th January, 17th February.

MASTER AND SERVANT—COVENANT IN RESTRAINT OF TRADE—REASONABLE-  
NESS—LEGITIMATE COMPETITION.

A covenant not to carry on the business of auctioneers and estate agents within certain limits of time and space is not broken by the carrying on of the business of an estate agent only.

A covenant in restraint of trade is *prima facie* invalid, unless it can be shown to be reasonably necessary for the protection of the business.

Morris v. Saxelby (1916, A.C. 688) and

Attwood v. Lamont (1920, 3 K.B. 571) followed.

This was an action for an injunction to restrain the defendant from carrying on the business of auctioneers and/or estate agents at Southsea, or elsewhere within the borough of Portsmouth, or in the town of Gosport for one year from the 18th September, 1920. The facts were as follows: The plaintiff and his partner carried on business in partnership as auctioneers and estate agents, at Portsmouth, Southsea and Gosport, and employed a number of clerks. In May, 1920, they took the defendant into their employment as a clerk, under a written agreement at a salary of £3 a week, and a commission on the profit from any business he introduced. The agreement provided for termination thereof by either party on giving the other seven days' notice to determine, and clause 5 was as follows: "After the termination from any cause of the employment aforesaid, the clerk shall not for the term of one year carry on, or be interested in carrying on, the business of auctioneers and estate agents after such termination, directly or indirectly assist as clerk, manager, or in any other capacity in the carrying on of such business within the borough of Portsmouth, or in the town of Gosport." The defendant was employed as an outside canvasser and negotiator under the agreement, and his business was to interview and obtain buyers and sellers of properties. In September, 1920, the employers terminated the agreement by a written notice and the defendant started business in Southsea as an estate agent, calling himself "C. Lovegrove, A.A.I., estate agent." He did not in fact do any business as an auctioneer, or take out an auctioneer's licence, although the letters A.A.I. mean Associate of the Auctioneers' Institute. The Plaintiffs thereupon started their action, and the Defendant by his defence, denied that he had committed any breach of the covenant and pleaded also that the agreement was void for uncertainty, unreasonable and against public policy.

P. O. LAWRENCE, J., after stating the facts in the course of a considered judgment said: Upon the true construction of clause 5, the limit as to time and the limit as to space, apply to the whole clause, and within these limits the defendant is prohibited from carrying on the business of auctioneer and estate agent. It is admitted that the business of an estate agent is frequently carried on without at the same time carrying on the business of an auctioneer, although the two businesses are very often combined, and in my judgment the defendant in carrying on the business of an estate agent only has not committed a breach of clause 5. But if this view is wrong, the decisions in *Morris v. Saxelby* (*supra*) and *Attwood v. Lamont* (*supra*) show that clause 5 is *prima facie* invalid, unless the plaintiffs prove that it is reasonably necessary for the protection of the business. On the evidence the case is a simple case of legitimate competition and constitutes no due invasion of the plaintiffs' trade connections nor any misuse by the defendant of any knowledge gained by him whilst in the plaintiffs' employ. The action therefore fails and will be dismissed with costs.—COUNSEL, Owen Thompson, K.C. and Warwick Draper; Jenkins, K.C. and G. E. Tyrrell. SOLICITORS, Farlow & Hoare; Mills & Morley.

[Reported by L. M. MAY, Barrister-at-Law.]

The Secretary of the Health Week Committee, appointed by the Royal Sanitary Institute, announces that H.M. the King and H.M. the Queen have again graciously accorded their patronage to "Health Week," which will be held this year during the month of October.

## High Court—King's Bench Division.

**JEYNES v. HINDLE.**

Lord Coleridge, Avory and Salter, J.J. 21st January.

ADULTERATION—FOOD AND DRUGS—DEFENCE OF WARRANTY ON INVOICE AND LABEL—NO WARRANTY AS TERM OF CONTRACT—SALE OF FOOD & DRUGS ACT, 1875 (38 & 39 Vict. c. 63), s. 25.

On an information preferred under s. 6 of the Sale of Food & Drugs Act, 1875, against a chemist for having sold a bottle of quinine wine not of the nature, substance and quality demanded, the chemist set up the defence that he had received a written warranty from the manufacturer, and was entitled to be discharged from the prosecution under s. 25 of that Act. The warranty set up was contained in an invoice and a label printed on each bottle guaranteeing the purity of the wine, and received when the delivery of the goods was made to the chemist.

Held, that this warranty was not a defence, as there was no evidence to show that, at the time of the purchase from the manufacturers, there was a stipulation constituting a term of the contract that such a warranty should be given.

Appeal on case stated by the Justices of Kingston-upon-Hull.

The appellant Jeynes, an inspector under the Sale of Food & Drugs Act, preferred an information against the respondent Hindle, a pharmaceutical chemist, under s. 6 of the Act of 1875, with having, on 22nd June, 1920, sold to the prejudice of the purchaser a bottle of quinine wine, which was not of the nature, substance and quality of the article demanded. The purchase was made at the shop of the respondent. Round the bottle which was sold to the appellant a label was pasted giving the name of the manufacturers, and beneath it was the following printed statement: Made according to the British Pharmacopoeia . . . we wish to state that our orange quinine wine contains no salicylic acid or other similar material introduced for keeping purposes, or in lieu of deficiency of alcohol, but is pure orange wine made by fermentation and matured by age and contains no injurious ingredients." The public analyst's certificate stated that the sample of the quinine wine submitted to him was deficient in quinine hydrochloride to the extent of 17.0 per cent., and was deficient in alcohol to the extent of 62.3 per cent., and could not be described as wine, and that it contained salicylic acid equivalent to 3.5 grains per pint added as a preservative. On the hearing of the information it was proved by the respondent that the bottle of quinine wine in question was one of a dozen similar bottles which he had purchased on 4th July, 1920, from the traveller of a firm of manufacturing chemists, along with other goods in the ordinary course of business; that the quinine wine was to be made according to the British Pharmacopoeia and was sold as being so made; that the respondent did not receive any written warranty other than such as, he contended, was contained in an invoice from the manufacturers for the wine describing it as "O.Q. Wine" which was received when goods were delivered a few days after 4th July to the respondent and in the label above mentioned; and that the respondent sold the quinine wine in the same condition as he received it, and believe it to be genuine according to the British Pharmacopoeia. The respondent contended that the invoice and the label were a sufficient warranty under s. 25 of the Sale of Food & Drugs Act, 1875. The Justices held that this contention was right and dismissed the information. Section 25 of the Sale of Food & Drugs Act, 1875, provides that "If the defendant in any prosecution under this Act prove to the satisfaction of the Justices that he had purchased the article in question as the same in nature, substance and quality as that demanded by the prosecutor, and with a written warranty to that effect, that he had no reason to believe at the time when he sold it that the article was otherwise, and that he sold it in the same state as when he purchased it, he shall be discharged from the prosecution, but shall be liable to pay the costs incurred by the prosecutor, unless he shall have given due notice to him that he will rely on the above defence. By the Sale of Food & Drugs Act, 1899 (62 & 63 Vict. c. 51), s. 20 (1), conditions are prescribed which must be observed in order that a warranty or invoice may be available as a defence to any proceeding under the Sale of Food & Drugs Act. These conditions the respondent fully observed prior to the hearing of the information.

COLERIDGE, J., said the whole question was whether the article purchased was of the nature, substance and quality demanded by the purchaser, and whether the seller had a written warranty to that effect from the vendor from whom he himself purchased it. The alleged warranty was on the label which was pasted on the bottles in which the wine, the article in question, was delivered. The authorities seemed to show that the written warranty must be given as part of the terms of the contract of purchase. That construction had been applied to two kinds of contract, either where a written warranty had been given at the time of purchase, or where a written warranty had been given at a subsequent date in pursuance of a stipulation, as part of the contract of purchase, that such written warranty should be produced. The case which dealt with this point most directly was *Jorns v. Van Tromp* (1895, 64 L.J.M.C. 171), where it was held that where there was a written undertaking to give a warranty in the first instance, then a label such as was affixed to the canisters of ginger in that case might be regarded, but not otherwise. That was a statement to the effect that where there was not a written warranty in the first instance, but a promise was included as a term of the contract to give a written



warranty, then the label which contained the warranty might be read into the contract, and, so to speak, take it back to the original time of purchase. That seemed to be the governing authority on the point raised and it included all the other cases, with the possible exception of *Lindsay v. Rook* (1894, 63 L.J.M.C. 231). Thus in *Hawkins v. Williams* (1895, 59 J.P. 533) the ground of the decision was that the vendor was giving the invoice describing the butter as guaranteed pure butter, as a written guarantee in pursuance of a stipulation by the vendor. The reference to a verbal contract at the time of purchase that this warranty should be given supported that view. *Bacon v. Callose Park Dairy Co.* (1902, 87 L.T. 70) decided that the statute was complied with if at the time of the contract there was a verbal agreement that a written warranty should be forthcoming. In the present case there was no written warranty at the time of the purchase, nor a verbal contract that there should be a written warranty, and therefore the appeal should be allowed.

AVORY, J., agreed, and said that the effect of the decisions was that s. 25 of the Sale of Food & Drugs Act, 1875, was not complied with merely by proof that when the article was delivered to the person accused it was delivered with a written warranty. It was not one of the terms of the contract in that case that there should be a written warranty.

SALTER, J., agreed that the appeal should be allowed. Appeal allowed with costs.—COUNSEL, *Joshua Scholefeld* for the appellant; *Hurst, K.C.*, and *Frampton* for the respondent. SOLICITORS, *Sharpe, Pritchard & Co.*, for *H. A. Leary*, Hull; *Neve, Beck & Kirby*.

(Reported by G. H. KNOTT, Barrister-at-Law.)

## In Parliament.

### Bills Presented and in Progress.

In the House of Lords, the Agriculture (1920) Bill, introduced by the Earl of Onslow (15th March).

In the House of Commons, the Health Resorts and Watering Places Bill—"to empower local authorities to advertise Health Resorts and Watering Places, presented by Colonel Burn (10th March) (Bill 41).

Parliament Act, 1911 (Repeal) Bill—"to repeal The Parliament Act, 1911," presented by Sir J. D. Rees (10th March) (Bill 42).

German Reparation (Recovery) Bill—"to provide for the application of part of the purchase price of imported German goods towards the discharge of the obligations of Germany under the Treaty of Versailles," presented by The Prime Minister (11th March) (Bill 42).

Capital Punishment (Limitations) Bill—"to prohibit the passing of sentence of capital punishment on persons who, at the time of committing the offence, have not attained the age of twenty-one, and on persons who have been recommended to mercy by a jury," presented by Major Christopher Lowther (15th March) (Bill 45).

## Questions.

### INDIA: DIVORCE DECREES.

Sir W. DAVISON (Kensington, South) asked the Prime Minister whether his attention has been called to a recent decision of the President of the Probate, Divorce, and Admiralty Division of the High Court of Justice, which decides that decrees for the dissolution of marriages granted by the courts in India in the case of persons resident in India who had an English domicile are invalid; whether he is aware that this decision will make illegitimate the children of hundreds of second marriages in the cases of persons with an English domicile who have been divorced in India since 1869; and what action the Government propose to take in the matter?

Sir J. D. REES (Barnstaple) asked the Prime Minister whether the judgment of the President of the Probate and Divorce Court deciding that decrees granted by the courts in India dissolving marriages contracted in India between residents in that country possessing an English domicile are invalid has been brought under his notice; and whether, in view of the serious resulting consequences, early legislation is contemplated?

THE ATTORNEY-GENERAL (Sir Gordon Hewart): I have been asked to answer these questions. I am aware of the judgment referred to, and of its consequences, and I understand that legislation upon the matter may shortly be expected. (14th March.)

### TENANT FARMERS (IMPROVEMENTS).

Mr. CHARLES WHITE (Derby, West) asked the Prime Minister whether he is aware of the serious position in which tenant farmers are placed by the Agriculture Act of 1920 depriving them of compensation for improvements which they were entitled to under the Agricultural Holdings Act of 1908 unless they had entered into the tenancy of the holding since 1st January, 1921; whether he is aware that this will affect many tenant farmers whose tenancy is due to expire on 25th March next; and whether the Government intend to introduce an amending Bill which will remedy this state of affairs and also be made retrospective?

Colonel Sir R. SANDERS (Lord of the Treasury): I have been asked to reply to this question. The point raised by the hon. member is dealt with in the Bill which has to-day been introduced in another place. This Bill is retrospective in its effect. (15th March.)

### RENT RESTRICTIONS ACT.

Mr. CHARLES EDWARDS (Monmouth, Bedwelty) asked the Minister of Health whether, seeing there is so much unemployment in the country, and also that large reductions in wages have already taken place and other reductions are being sought, and also seeing that large increases of rent have already taken place in consequence of the rise in rates, in addition to the 20 per cent. increase which was put on previously, he will take steps to secure that the 10 per cent. increase authorised under the Rent Restrictions Act, 1920, shall not take effect?

Dr. ADDISON: I cannot undertake to introduce legislation for the amendment of the Act of last year.

Sir H. NIELD (Ealing) asked the Minister of Health whether he has considered the operation of a 15, s.s. (3), of the Increase of Rent and Mortgage (Restrictions) Act, 1920, which enables a sub-tenant to set up against a landlord the terms of a sub-tenancy which may be collusive in that the rent may be even nominal or subject to the payment of rates, or other onerous conditions which make the sub-tenancy unjust and inequitable as against the landlord who has been no party thereto and has been powerless to prevent it; and whether, in view of the opportunities for fraud which this provision affords, he will introduce amending legislation without delay?

Dr. ADDISON: As my hon. and learned friend is aware, the sub-section to which he refers protects the sub-tenant only where the premises have been lawfully sub-let. I cannot undertake to introduce legislation to amend the Act of last Session. (15th March.)

## Societies.

### Selden Society.

The annual meeting of the Selden Society was held in the Council Room, Lincoln's Inn Hall, on Friday, the 11th inst., the President (Lord Sumner) taking the chair. Among those present were Lord Justice Warrington (Vice-President), Lord Justice Atkin, Sir Matthew Ingle Joyce, Sir Frederick Pollock (Literary Director), Sir Malcolm Macnaghten, K.C., Mr. W. H. Lindsay, K.C., Mr. J. G. Wood, Mr. P. F. S. Stokes, Mr. A. Weston, Mr. R. M. Welford, Mr. W. C. Bolland, Mr. Herman Cohen, Mr. A. O. Harnett, Mr. Gilbert Hurst, Mr. R. A. Cracroft, Mr. K. W. Rider (Hon. Treasurer), and Mr. Stuart Moore (Secretary).

The report stated that the number of members in 1919 was 360. Notwithstanding losses by death and resignations, the number was now 397. The publication for the year 1920 was, "Volume 18 of the Year Books Series, Year Books of 8 Edward II," edited by Mr. W. O. Bolland (Vol. 37), and it had been issued to members. The publication for the year 1921 would be vol. 14, part 1, of the "Year Books of Edward II," edited by Sir Paul Vinogradoff and Dr. Ludwick Ehrlich. Provisional arrangements had been made for the further publications, viz., other volumes of the "Year Books of Edward II"; a volume of "Select Ecclesiastical Pleas," by Professor Harold D. Hazeltine and Mr. Hilary Jenkinson; an edition of the "Liber Pauperum" of Vacarius, by Professor F. de Zulueta; a second volume of "Public Works in Mediaeval Law," by Mr. Cyril Flower; and a volume of "Select Entries from the Exchequer of Pleas," by Mr. Hilary Jenkinson. But for the generous special donations which had been received during the year and the large sale of back volumes which had taken place, there would have been an adverse balance at the end of the year of over £400. As the Council found that, owing to the high cost of printing, a copy of the Society's publications could not be produced for less than £2, the Council reluctantly had to advise the Society that, if its work was to be continued as heretofore, the annual subscriptions of the members should be doubled. This increase should apply forthwith to all new members and to all existing members after the end of this year. A motion would be brought forward to alter the rules for this purpose.

The President, in moving the adoption of the report, stated that since it was printed the number of members had been further increased, so that the membership now stood at 416. He was sorry to have to state that Mr. John Goode, who had been nominated as a candidate for membership of the Council, had since died. It was extremely to be regretted that so good a member of the Society, one who had taken so much interest in its work, should be lost to them. With regard to the proposed alteration in the rules to permit of increasing the annual subscription, the Council had been faced for the past two years with an annual deficit. The last two volumes issued by the Society had cost respectively £840 and £819 to produce, and the Council could see no other way of meeting the difficulty. They had appointed a special committee to consider the matter, who had reported that there was no method by which the work of the Society could be carried on in the future as it had been in the past, except by increasing the annual subscription from one to two guineas. He observed that every society and every club throughout the country had been compelled to take the same course.

The motion was unanimously adopted.

A vote of thanks was passed to Mr. Justice Darling whose period of office as Vice-President had expired, and Lord Justice Atkin was elected



to the position. Under the rules, Mr. W. Paley Baildon, Mr. Gilbert Hurst, Mr. R. Welsford, Mr. J. G. Wood, and Lord Wrensbury retired from the Council, and Mr. Hurst, Mr. Welsford and Mr. Wood were re-elected, with the addition of Mr. Justice Sankey.

A resolution was carried *nem. con.* increasing the annual subscription to two guineas, £42 to constitute life membership from the date of the composition, and, in the case of libraries, societies and corporate bodies, membership for 30 years.

### The Society of Incorporated Accountants and Auditors.

The next Examinations of Candidates for admission into this Society will be held on May 24th, 25th, 26th and 27th.

Women are eligible under the Society's regulations to qualify as Incorporated Accountants upon the same terms and conditions as are applicable to men.

### Solicitors' Benevolent Association.

The monthly meeting of the Directors of this Association was held at The Law Society, Chancery-lane, London, on the 10th inst., Mr. T. S. Curtis in the chair, the other directors present being Messrs. W. C. Blandy (Reading), W. F. Cunliffe, E. F. Dent, W. E. Gillett, C. Goddard, J. B. B. Gregory, L. W. North Hickley, R. W. Poole and M. A. Tweedie. £511 was distributed in relief of deserving cases, nine new members were admitted, and other general business was transacted.

### Lincoln's Inn.

#### Memorial to the Fallen.

The Lincoln's Inn War Memorial to the members of the Inn and sons of members who lost their lives in the War was unveiled by Mr. Asquith on Wednesday afternoon. Before the unveiling a service was held in Lincoln's Inn Hall. This began with a string quartette of Elgar, which was followed by the hymn "O valiant hearts." The Dean of Canterbury, late Preacher to Lincoln's Inn, read the Lesson taken from the Book of Wisdom—passages beginning "But the souls of the righteous are in the hand of God," and the Dean of Exeter, Preacher to Lincoln's Inn, recited the chosen Collects. Mr. Asquith then delivered the memorial address.

Mr. ASQUITH said that that was a unique occasion in the annals of Lincoln's Inn. War presupposed peace. *Inter arma silent leges.* The bulk of them were members of a profession whose function it had always been, and was, to substitute in the controversies of mankind the arbitrament of reason for the crude ordeals of force. They were met to commemorate friends and associates bred in that tradition who, in obedience to a supreme and testing appeal, gave their own lives, and in many cases the lives of their sons, on the greatest battlefield in history. Sixty-three members of that Society and some thirty of their sons were killed in one or other of the theatres of war. They were there to show, so far as any material tribute could give perpetuity to their names, and to the deeds and sacrifices with which those names were imperishably bound up, that it was due to them to preserve their memory for posterity. The clash of arms had ceased; the dust and smoke of conflict no longer clouded the skies; their heroic dead lay tranquil in their distant graves. The world moved on. Was what they were doing that day merely a conventional and superfluous act of piety? He thought not. Without irreverence to history they might let the dead past bury its dead, for every age was in a true sense a new birth of Time. Of the men whom they were commemorating it was true to say that they had created their own records. They were not soldiers by profession or pastime; most of them, indeed, had had no training in arms; they were dedicated by choice and practice to civil life. In that branch of civil life it was true that men were brought into almost daily controversies though in a bloodless arena, with a constant interchange of give and take and ever-shifting vicissitudes of fortune; with alternating experience of victory and defeat. Might they not say of them that when the voice of public duty summoned them to another form of warfare, they were able to contribute with the same self-forgetful devotion which animated all our Fleets and all our Armies, some special qualities to the common task—qualities bred and nurtured by their training and their experience in these ancient Inns of Court?

The hymn "O God our help in ages past" was then sung, and while the company were leaving the Hall, Walford Davies' "Solemn Melody" was played.

The company proceeded to the memorial, which is situated on a grass plot close to the west door of the chapel and facing New-square. A Guard of Honour was mounted by the Inns of Court Officers Training Corps, and when, without further ceremony, Mr. Asquith unveiled the monument, the buglers sounded the Last Post, followed by the Réveillé.

The music was provided by the Choir of Lincoln's Inn and the string Band of the Royal Academy of Music (including Mr. Hobday, Double Bass), and Mr. Reginald Steggell, the Organist of Lincoln's Inn, conducted.

The Memorial which is Greek in style and was designed by Mr. J. W. Simpson, P.R.I.B.A., is very simple and effective. A central stone pylon, 10ft. high, and approached by three broad steps, contains the names—on a bronze panel—of members of the Inn who fell in the war.

From this pylon a stone seat extends, in a slight crescent to flanking piers, on which are bronze panels containing the names of members' sailor and soldier sons, who gave their lives. The entire width of the memorial, from pier to pier, is 46ft.

The head of the pylon bears the words: "Sanguinem Pro Patriâ Largitis." An inscription along the back of the stone seat reads: "Hospitiū sociis filius parentes."

### The Farewell Dinner to Lord Reading.

Lord Reading, lately Lord Chief Justice of England and now Viceroy of India, was the guest on Tuesday night in the Middle Temple Hall of the Bench and Bar. The occasion brought together a very large gathering. The Lord Chancellor presided, and the company included:—Lord Cave, Lord Finlay, Lord Sterndale, Sir H. E. Duke, the Attorney-General, the Solicitor-General, the Home Secretary, Lord Justice Bankes, Lord Justice Warrington, Sir Edward Carson, K.C., M.P., Sir Alfred Mond, Lord Justice Atkin, Lord Justice Scrutton, Sir John Simon, K.C., Lord Justice Younger, Mr. Justice Darling, Mr. Justice Avory, Mr. B. A. McCall, K.C., Sir Edward Marshall Hall, K.C., Mr. H. F. Dickens, K.C., Sir A. H. Bodkin, Sir Alfred Hopkinson, Mr. Eugene Wason, Lord Coleridge, Mr. Justice Horridge, Mr. Justice Greer, Mr. Justice Astbury, Mr. Justice Hill, Mr. Justice Sargant, Mr. Justice Russell, Mr. Justice Sankey, Sir Ellis Hume-Williams, K.C., M.P., Sir W. F. K. Taylor, K.C., Judge Parry, Mr. Justice McCordie, Mr. Douglas Hogg, K.C., Mr. Justice Peterson, Mr. Justice Acton, Mr. Patrick Hastings, K.C., Mr. W. H. Upjohn, K.C., Sir Ryland Adkins, K.C., M.P., Mr. Justice Lawrence, Mr. H. Maddocks, K.C., M.P., Sir H. A. Colefax, K.C., Mr. T. W. H. Inskip, K.C., M.P., Sir Herbert Field, K.C., M.P., Mr. Justice Roche, Mr. Justice Salter, Sir Hugh Fraser, Lord Tiverton, Lord Erleigh, Mr. F. Gore-Browne, K.C., Sir Ernest Wild, K.C., M.P., and Sir William Finlay, K.C. It was noticed with pleasure that Sir Edward Clarke also, in whose honour in the summer of 1914 the last dinner of this kind was held, was also present.

Lord BIRKENHEAD, in proposing the toast of "Our Guest," said that since King Charles II. took "an unconscionable time a-dying," no one, he thought, had taken quite so long in saying farewell. There were many ways of saying farewell; some which illustrated in the most agreeable way the warmth of heart which they had long associated with their guest, but of all the celebrations in which he had taken part—and, indeed, they had been very varied and very spontaneous—none would have afforded him more pleasure or as much emotion as that which met him in that hall that night. Thirty-six years had passed since Lord Reading ate his first dinner in that ancient hall in order to qualify for membership of the Bar—thirty-six years packed with incident and marked at every stage by success; and if he (the speaker) were to carry his retrospect a little further he thought he could make it even more dramatic. More than forty years ago a full-rigged ship was entering the Hoogly River, and on its deck a small boy was engaged in polishing the brass. That boy was he who was to be Lord Reading. More than forty years were to pass, and his next visit to the same river would be to hear the thirty guns fired in salutation of the Viceroy as he entered his kingdom.

They might study the careers of Chief Justices and Lord Chief Justices like Mansfield and Cockburn, but he doubted if they would find one career more romantic than that of their guest. Lord Reading brought to the competition of the Bar some amazing qualities, including a knowledge of double entries and ledgers, such as most of them had of the Bible, which brought him with a rapidity almost, he thought, unexampled among all those who had preceded him, to a career at the Bar of a degree of super-eminent success which recalled the greatest triumphs of Erskine. It was a striking tribute to his character that during the whole time he (the speaker) never remembered one ill-natured word said by him, and he was glad to think that the effect of Lord Reading's example still lingered at the Bar. In due course he received that great and splendid promotion which made him Lord Chief Justice of England. He would like to single out three qualities specially illustrative of his career on the Bench. First, his courtesy, of which he had spoken during his practice at the Bar—a courtesy that was shown to everyone, and perhaps most scrupulously shown to him that was most humble. Secondly, his inexhaustible patience, which he never failed to exhibit in any case, however tedious in its characteristics. He had tried to learn that lesson from Lord Reading, and from those who had preceded him, because he believed in his heart that there was no more precious quality in a judge than the quality of patience. The third quality was his vehemence and passionate desire for justice. He had little doubt that those in whose hands rested the responsibility of electing Lord Reading Viceroy in India, at a moment in the history of India by no means free from grave anxiety, had in their minds that attribute of his, and the certainty of the impression that would be produced upon the native mind by the fact that one of our greatest judges was forsaking his judicial functions to go to India to try to adapt the same traditions to that new and tangled environment. In a life rich in adventure, the greatest adventure of all now awaited Lord Reading as he approached the dazzling East. Ship's boy, City, the Bar, the Bench, the Embassy, and now India! What a career of varied achievement!

"Sive per Syrtis iter aestuosas,  
Sive facturus per inhospitale  
Caucasum, vel quæ loca fabulosa  
Imbit Hydaspes."

And Lord Reading would carry with him to his new task the respect of the Bar, a precious possession to any judge; the admiration of his friends; and the affection of all who in his career had known him.

44 The Earl of READING, who was received with great enthusiasm, said no honour could be greater than that of meeting his friends of the Bench and Bar. At the same time, no function had filled him with so much regret. As he entered the hall the thought came to him that for a long while he would not be here, for he was leaving those among whom he had passed his life, and he was laying down a position that he had occupied now for some years. But he was consoled by the thought that when he did return, after his period of Viceroyalty had elapsed, he would find here again at the Temple, in the courts, and elsewhere, the friends among whom he had passed so many years of his life. The Lord Chancellor had referred to some qualities which he was good enough to say he (the speaker) possessed. He could conceive of no better quality for a judge than courtesy and patience, and when the Lord Chancellor added that he had a passionate love of justice, he said that which came nearest to his heart. He hoped he would continue to practise those qualities in that high sphere to which he was now about to be translated. But his knowledge of double or single entries was not so great as they might think; the trust and friendship of the Bar had been more to him than his knowledge of double entry. He entered that hall thirty-six years ago without even the satisfaction of a college friend being present with him. From that moment until he went to the Bench, and often thereafter, he had never experienced from the Bar aught but the greatest friendliness and desire to help. The Bar was the great test for a man. "The standard of honour at the Bar is very high. The men who pass through the fires of the conflict at the Bar, who are accustomed to meet each other daily in opposition, learn to know each other, learn to respect each other, and I think it is but absolute truth to say that if there is any dereliction from the standard which the Bar imposes it is soon known, soon felt, and never forgotten. To possess the confidence of the Bar is as high an honour as can be conferred. When once it has given its confidence it does not change its views, but holds to them until it finds that there is need to revise them." The thought, he added, he liked to dwell upon was the signal proof that the Bench and Bar had given him during his life of respect and esteem. He was setting out on a task of very great responsibility and while he did not intend to dwell on this, he must say that he believed the training he had had at the Bar would be the best help that could be afforded him in the years to come. For after all, life at the Bar and on the Bench meant a constant acquisition of knowledge of human affairs and of men. That was the best qualification with which a man could go to such a post as that which he was now about to fill. It was a great privilege to have the opportunity of leaving a position, very high in this country, and one which he loved—to leave a profession which he had practised all his adult life—to go away to undertake new duties on India, of which he could claim to know but little. He felt encouraged and stimulated by their support, and he prayed that when he returned he might have done something to justify the anticipations of his friends. That he would acquit himself with fidelity he had no doubt. He used this word because he found it in the Royal Warrant which had been issued to him and in which it is said that the King lays special stress and confidence in his fidelity and justice and prudence and circumspection. The only thing of which he could speak with certainty was the first. Justice he would strive to practise in India, and he hoped he would succeed. Whether prudence and circumspection would be qualities which would have distinguished his period of Viceroyalty he could not say. He would only claim, in all humility, but nevertheless in all earnestness, that no one could set out on this voyage and undertake this task with a greater sense of responsibility than was his, and with a greater desire that, at the end of his period, it might be found that India stood well. Whatever might happen to him in the future, he should always remember that reception, promoted, he knew full well, with the one desire of showing him their friendship.

The Attorney-General, proposing the health of the Lord Chancellor, said Lord Birkenhead was a very remarkable man. Last September but one, for example, he saw him at the close of a day's hard work leap a five-barred gate. Not often had an Attorney-General seen a Lord Chancellor do that. In fact, from his earliest youth—no very remote date—the Lord Chancellor had always, with astonishing ease, in one field after another, been leaping five-barred gates. It was not easy to celebrate these feats in suitable terms. Imagine, therefore, his good fortune in the opportune discovery among his papers of a hitherto unpublished fragment of Gibbon. In a passage which even the most exalted and least taciturn tribunals could not fail to understand—the magniloquent historian of himself and the Roman Empire wrote: "The final quarter of the nineteenth century in Europe, and far beyond the confines of Europe, was enriched as it was illuminated by a portent that excited not the envy but the affection, not the admiration but the devotion, of civilised England." The monks of Oxford, steeped in port and prejudice, had tried, and tried their worst, to make a don of him. Fortunately for the human race they failed. As from the playing fields of the union, and from the union to the schools, so from the university to the platform, from the platform to the courts, and from the courts to each House of Parliament, in turn, his passage and his progress were a glittering and uninterrupted triumph. Athlete and lawyer, scholar and statesman, idealist and man of the world, he had as keen a sense for the turn of a phrase as he had for the aroma of a cigar. Unlike those who always remember an enemy and always forget a friend, he always remembered a friend and always forgot an enemy. When, with no morbid sense of self-distrust, he became Lord Chancellor at an age at which many men are content to be called to the Bar, all who knew

him were confident that, both as statesman and as judge, he would acquit himself with the highest distinction. Their confidence was abundantly well founded. It was, and will be, said of him: "Omnium consensu capax imperii, praesertim cum imperaverat." Hardly had he received the Great Seal into his custody when he was summoned to Paris for the Great Treaty. Frenchmen in Paris, Americans in Washington, and Englishmen in the Temple never weary of recounting the splendour, the magnificence, and the achievements of that visit. Let the more-restrained historian for whom truth, naked, unblushing truth, is the first virtue of serious history, narrate but one typical circumstance. It was said of the Lord Chancellor that he relieved the labours of the day, and recruited the vigils of the night, by bathing four times each twenty-four hours in a colossal bath of solid silver. It should have been of gold, but the barbarians had not yet paid their indemnity. Such and so dazzling was the pomp of his sojourn that thenceforward to this day the mansion which was honoured by his presence has continued to be known by the name of "The Majestic." In this place, and for the moment, I forbear to add more, save only this: "The docks of Birkenhead may disdain the rollers of the Atlantic, but the romance of 'F.E.' that exquisite picture of brilliancy, of versatility, and of loyalty, will outlive the palace of the Ecurial and the Imperial Eagle of the House of Austria." The learned Attorney said he proposed with the greatest goodwill the health of the Lord Chancellor.

The Lord Chancellor replied in a vein of similar humour and this brought the formal proceedings to a close.

## Companies.

### Equity and Law Life Assurance Society.

The following are extracts from the statement made at the Annual Meeting of the above Society held at No. 18 Lincoln's Inn Fields, London, on 14th March, 1921.

The new assurances amounted to £1,097,406 under 602 policies, of which £1,011,006 had been retained by the Society.

The gross new premiums amounted to £46,906.

The amount of the total assurances in force at the end of the year was £12,358,087.

The profit on reversions fallen in during the year amounted to £9,167.

Excluding reversions, capital stock of the Law Reversionary Interest Society, Ltd., outstanding premiums and interest and cash at bank, the funds were invested at the end of the year to produce £5 2s. 7d. per cent.

The claims by death under 147 policies assuring 103 lives amounted to £292,315 and 223 endowment assurances amounting to £142,741 matured. The mortality has been favourable.

The total funds amounted at the end of the year to £5,215,421.

The expenses of management and commission, including special expenses in connection with the quinquennial valuation, amounted to £16 5s. per cent. of the premium income.

## Extracts from The Law of Property Bill.

The following is Part I. of the Law of Property Bill, together with the Compulsory Registration Clause in Part X.:

### PART I.

#### ASSIMILATION AND AMENDMENT OF THE LAW OF REAL AND PERSONAL ESTATE.

##### LEGAL ESTATES, EQUITABLE INTERESTS AND POWERS.

1. "Legal estates" and "equitable interests," and repeal of the Statute of Uses.—(1) The only estates, interests or charges in or over land which, after the commencement of this Act, shall be capable of subsisting or of being conveyed or created at law shall consist of—

- (a) An estate in fee simple in possession;
- (b) A term of years absolute;
- (c) An easement, right, or privilege in or over land for an interest equivalent to a like estate or term;
- (d) A like estate or term in mines and minerals, apart from the surface, or in the surface apart from the mines and minerals;
- (e) A rentcharge in possession issuing out of or charged on land being either perpetual or for a term of years absolute;
- (f) Land tax, tithe rentcharge, and any other similar charge on land which is not created by an instrument;
- (g) Rights of entry and reverter authorised by this Part of this Act.

And all other estates, interests, and charges in or over land which were, at the commencement of this Act, legal estates, interests or charges are hereby converted into equitable interests.

(2) The estates, interests and charges which under this section are authorised to subsist or to be conveyed or created at law are (when subsisting or conveyed or created at law) in this Act referred to as "legal estates," and the owner of a legal estate is referred to as "an estate owner" and his legal estate is referred to as his estate.



(3) A legal estate may subsist concurrently with or subject to any other legal estate (permitted by this Act) in the same land in like manner as it could have done if this Act had not been passed.

(4) A legal estate shall not be capable of subsisting or of being created in an undivided share in land, and in this Part of this Act "land" does not include an undivided share therein unless the context so requires.

(5) Every power of appointment over, or power to convey or charge land or any interest therein, whether created by a statute or other instrument or implied by law, and whether created before or after the commencement of this Act (not being a power vested in the estate owner in right of his estate and exercisable by him or by another person in his name and on his behalf), shall after such commencement operate only in equity.

(6) Estates, interests, and charges in or over land which are not legal estates are in this Act referred to as "equitable interests," and powers which by this Act are to operate in equity only are in this Act referred to as "equitable powers."

(7) The Statute of Uses and section sixty-two of the Conveyancing Act, 1881, are hereby repealed and the provisions in any statute or other instrument requiring land to be conveyed to uses shall take effect as directions that the land shall (subject to creating or reserving thereout any legal estate authorised by this Act which may be required) be conveyed to the proper person of full age upon the requisite trusts.

(8) This section takes effect subject to the express savings and exceptions contained in this Part of this Act.

**2. The getting in of bare outstanding legal estates.**—Legal estates outstanding at the commencement of this Act shall (in the circumstances mentioned in the first part of the First Schedule to this Act) vest in the person entitled to call for the same, or be extinguished or merged in accordance with the provisions of that schedule.

**3. Purchaser of legal estate not concerned with certain equitable interests or powers; and provisions for the protection thereof.**—(1) After the commencement of this Act a purchaser of a legal estate in land shall not be concerned with or affected by any equitable interest or power, affecting that land, to which this section applies, whether he has notice thereof or not, save as provided by subsection (2) of this section.

(2) A conveyance of a legal estate in favour of a purchaser shall not over-reach any such equitable interest or power which has priority to that legal estate, if the purchaser has notice thereof, unless—

(i) Such equitable interest or power is bound by an order of the court, or protected by a trust for sale or a settlement; and

(ii) Where any capital money arises from the transaction the same is paid into court, or the requirements of this Act, respecting the payment of capital money arising under a trust for sale or a settlement, are complied with.

(3) All equitable interests and powers to which this section applies, and which have priority to a legal estate, shall be protected by a trust for sale or a settlement in manner following:—

(i) Where the legal estate affected thereby is subject to a trust for sale, the equitable interests and powers aforesaid shall, according to their priorities, have the like protection as if created or arising by means of a primary trust affecting the proceeds of sale and the income of the land until sale;

(ii) Where the legal estate affected thereby is subject to a settlement, the equitable interests and powers aforesaid shall, according to their priorities, have the like protection as if limited or arising by or under that settlement;

(iii) Where the legal estate affected thereby is not subject to a trust for sale or a settlement, then, if the estate owner conveys his estate to a corporation, or to two or more individuals approved either by the persons in whom the equitable interests or powers aforesaid are vested or by the court, upon trust for sale, with or without power to postpone the sale, such equitable interests and powers shall, according to their priorities, have the like protection as if created or arising by means of a primary trust affecting the proceeds of sale and the income of the land until sale.

(4) This section applies to all equitable interests and powers affecting land, with the following exceptions, namely:—

(i) The benefit of any covenant or agreement restrictive of the user of land;

(ii) Any easement, liberty, or privilege over or affecting land and being merely an equitable interest;

(iii) The benefit of any contract to convey or create a legal estate (including a contract conferring a valid option of purchase, a right of pre-emption, or any other like right);

(iv) Any equitable interest protected by an entry in any of the registers kept at the land registry under the Land Charges Registration and Searches Act, 1888 (as amended), and not being an interest the registration of which does not operate to prevent the same being over-reached by a conveyance to a purchaser of a legal estate in land subject to a trust for sale or a settlement, or created out of such land.

But a purchaser of a legal estate shall not be affected by any equitable interest excepted by paragraphs (i) (ii) and (iii) of this subsection unless—

(a) If created before the commencement of this Act he has notice thereof; or,

(b) If created after the commencement of this Act, it is protected by an entry in the register of land charges.

(5) Where any equitable interest or power, to which this section applies, has priority to any legal estate which is paramount to the trust for sale or

settlement, nothing contained in this section shall enable such interest or power to be over-reached to the prejudice of the person in whom the same is vested without his consent.

(6) Without prejudice to the protection afforded by this section to the purchaser of a legal estate, nothing contained in this section shall deprive a person entitled to an equitable charge, protected by a trust for sale or a settlement, of any of his rights or remedies for enforcing the same.

(7) This section takes effect subject to the express savings and exceptions contained in this Part of this Act.

**4. Enforcement of equitable interests and powers.**—All equitable interests and powers, whether created before or after the commencement or by virtue of this Act, shall be enforceable against the owner of the estate affected (other than a purchaser of a legal estate taking free therefrom) in the manner provided in the second part of the First Schedule to this Act.

**5. Title to be shown to legal estates.**—(1) Where title is shown to a legal estate in land, it shall be deemed not necessary or proper to include in the abstract of title an instrument relating only to interests or powers which will be over-reached by the conveyance of the land to which title is being shown; but nothing in this Part of this Act shall affect the liability of any person to disclose an equitable interest or power which will not be so over-reached, or to furnish an abstract of any instrument creating or affecting the same.

(2) A solicitor delivering an abstract framed in accordance with this Act shall not incur any liability on account of an omission to include therein an instrument which, under this section, is to be deemed not necessary or proper to be included, nor shall any liability be implied by reason of the inclusion of any such instrument.

**6. Registration in Middlesex and Yorkshire.**—(1) After the commencement of this Act it shall not be deemed necessary to register a memorial of any instrument in any local deeds registry unless the instrument operates to transfer or create a legal estate, or to impose a charge thereon.

(2) A purchaser of a legal estate, from a personal representative, trustee for sale, tenant for life of full age or statutory owner, shall not be affected by the registration (before or after the commencement of this Act) of a memorial of an instrument transferring or creating an equitable interest or power which (apart from such registration) is capable of being over-reached by the conveyance.

**7. Provisions as to contracts.**—(1) Where title can be made to a legal estate under the powers conferred by the Settled Land Acts (as extended by this Act) available to bind an equitable interest or power in or over the land without an application to the court, then a purchaser shall, notwithstanding any stipulation to the contrary, be entitled to require that title be made under such power without the concurrence of the person entitled to the equitable interest or in whom the equitable power is vested.

(2) A stipulation contained in any contract, made after the commencement of this Act, to the effect that a purchaser shall, at his own expense or otherwise, trace and get in an outstanding legal estate, shall be void; and if the subject matter of the contract is expressed to be an equitable interest (and is such an interest as is capable of subsisting at law) then if the vendor has power to vest, or to require the legal estate to be vested in himself or in the purchaser, the contract shall extend to the legal estate; but this subsection does not affect the right of a mortgagee of leasehold land to sell his mortgage term only if he is unable to convey the leasehold reversion expectant thereon.

(3) Any such stipulation as is hereinafter mentioned, contained in any contract for the sale of a legal estate or of an interest in land capable of subsisting at law made after such commencement, shall be void, that is to say:—

(a) A stipulation that a purchaser, where there are trustees of a settlement, shall accept a title made with the concurrence of a person entitled to an equitable interest, capable of being over-reached under the Settled Land Acts, instead of under those Acts; or

(b) A stipulation that a purchaser, where there are no such trustees, shall accept a title made with the concurrence of more than two persons entitled to equitable interests (which would be capable of being over-reached under the Settled Land Acts, as soon as trustees of the settlement are appointed), instead of under those Acts; or shall pay or contribute towards the costs of the appointment of such trustees; or

(c) A stipulation that a purchaser, where the land is subject to a trust for sale, shall accept a title otherwise than under the trust for sale or under the powers conferred on the trustees for sale.

(4) A contract or other liability created or arising before the commencement of this Act to make a settlement of land shall be deemed to be sufficiently complied with if the settled land is vested in the tenant for life of full age, or statutory owner, upon the trusts of a trust deed in like manner as is provided by this Part of this Act with respect to settlements made after the commencement of this Act; and any contract to dispose of an undivided share in land shall be deemed to be sufficiently complied with by the conveyance of a corresponding share in the proceeds of sale of the land in like manner as if the contract had been made after the commencement of this Act.

(5) A contract by an estate owner to create an equitable interest in land shall, unless the contrary thereby appears, be construed as a contract to effect the same by means of a trust for sale.

(6) Without prejudice to the protection afforded by this Act to a purchaser of a legal estate, and to the provisions of this Act relating to the



manner in which a contract is to be carried out, with or without variation, nothing in this Part of this Act shall affect the right to enforce a contract relating to land.

8. *Rights protected by registration.*—Where a purchaser of a legal estate is entitled to acquire the same discharged from an equitable interest which is protected by registration under the Land Charges Registration and Searches Act, 1888 (as amended), and which will not be over-reached on the conveyance to him, he may notwithstanding any stipulation to the contrary, require—

- (a) the registration to be cancelled free of expense to him; or
- (b) that the person entitled to the equitable interest shall concur in the conveyance free of expense to the purchaser.

#### MORTGAGES.

9. *Effect, creation (by means of terms of years absolute), and realisation of mortgages of freeholds and leaseholds.*—For the purpose of securing that the legal estate shall vest or remain vested in a mortgagor of land or in a purchaser from a mortgagee or other person who becomes entitled to the land free from the right of redemption, the provisions contained in the Second Schedule to this Act (under which mortgages of land are to take effect or be created only by demise or subdemise) shall have effect.

#### UNDIVIDED SHARES.

10. *The entirety of land held in undivided shares to vest in trustees for sale with power to postpone the sale.*—For removing the difficulties incidental to land being held in undivided shares, and for preventing the creation of undivided shares in land, except under a settlement and behind a trust for sale, the provisions contained in the Third Schedule to this Act (under which land held in undivided shares is vested or will become vested in trustees on trust for sale) shall have effect.

#### DISPOSITIONS ON TRUST FOR SALE.

11. *Provisions for regulating and facilitating dealings with land held on trust for sale.*—For protecting purchasers acquiring land under a trust for sale, and the persons beneficially interested in the proceeds of sale or in the land until sale and for facilitating dealings with land held on trust for sale (including a partition among the persons interested) the provisions contained in the Fourth Schedule to this Act shall have effect.

#### SETTLEMENTS.

12. *Regulations respecting settlements of land.*—For assimilating the method of settling land to that employed in settling personal estate; for securing that settled land shall be vested in the tenant for life of full age or other persons who, during a minority, or at any other time when there is no tenant for life of full age, have the powers of a tenant for life; for providing for the devolution thereof on a death to personal representatives until an assent is given; for protecting equitable interests under a settlement by requiring capital money to be paid to at least two trustees (except in the case of a corporation) or into court; and for protecting trustees of settlements and purchasers of settled land, the provisions contained in the Fifth Schedule to this Act shall have effect.

#### INFANTS AND LUNATICS.

13. *Infants not to take legal estates; conveyances on behalf of lunatics.*—For securing that the legal estate of an infant shall vest or be vested in trustees; for providing for the management of land vested in personal representatives during a minority and for conveyances and settlements on behalf of lunatics or defectives being made in their names, the provisions contained in the Sixth Schedule to this Act shall have effect.

#### LAND CHARGES.

14. *Amendment of the Land Charges Registration and Searches Act, 1888, in respect of death duties and other matters.*—For extending the statutory provisions relating to land charges to charges for death duties and other matters (including certain charges of local authorities), and for amending the Land Charges Registration and Searches Act, 1888, in reference thereto, the provisions contained in the Seventh Schedule to this Act shall have effect.

#### DEATH DUTIES AND BANKRUPTCIES.

15. *Provisions for payment of death duties and protection of purchasers therefrom.*—(1) The personal representative shall be accountable for all death duties which may become leviable or payable on the death of the deceased in respect of land (including settled land) which devolves upon him by virtue of this Act or otherwise.

(2) In every other case the estate owner (other than a purchaser who acquires a legal estate after the charge for death duties has attached and free from such charge), shall be accountable for all the duties aforesaid which become leviable or payable in respect of his estate in the land or any interest therein capable of being over-reached by his conveyance, made under the Settled Land Acts, or pursuant to a trust for sale, to a purchaser.

(3) Where a charge in respect of death duties is not registered as a land charge, a purchaser of a legal estate shall take free therefrom, unless the charge for duties attached before the commencement of this Act and the purchaser had notice of the facts giving rise to the charge.

(4) Where a charge in respect of death duties is not registered as a land charge, the person who conveys a legal estate to a purchaser, and the proceeds of sale, funds, and other property (if any) derived from the conveyance and the income thereof shall (subject as hereinafter provided) be or remain liable in respect of and stand charged with the payment of the death duties, the charge for which is over-reached by the conveyance, together with any interest payable in respect of the same.

(5) Notwithstanding that any death duties may be payable by instalments, on a conveyance of a legal estate by way of sale or mortgage (by demise or subdemise), all death duties payable in respect of the land dealt with and remaining unpaid, the charge for which is over-reached by such conveyance, shall immediately become payable and carry interest at the rate of four pounds per centum per annum from the date of the conveyance:

Provided that where, by reason of this subsection, an amount is paid or becomes payable for duties and interest in excess of the amount which would have been payable if the duties had continued to be paid by instalments, then such excess shall be repaid or allowed as a deduction by the Commissioners of Inland Revenue.

(6) Capital money liable to be laid out in the purchase of land to be settled in the same manner as the land in respect of which the duty became payable, and personal estate held on the same trusts as the proceeds of sale of land held on trust for sale may, by the direction of the tenant for life of full age, statutory owner, or trustee for sale who is accountable, and although the duty is only payable in respect of an interest which is over-reached by a conveyance to a purchaser, be applied in discharging all or any of the duties aforesaid and the costs of discharging the same.

(7) Where the duties would not, except by virtue of the last sub-section, be payable out of the capital money, or other personal estate aforesaid, then the amount so paid shall be repaid by the person liable for the duty to the trustees of the settlement or the trustees for sale, by the like instalments and at the like rate of interest by and at which the unpaid duty and the interest thereon might have been paid if the land had not been conveyed to a purchaser, and the interests of the person so liable, remaining subject to the settlement of the land or of the proceeds of sale, shall stand charged with the repayment of the instalments and the interest aforesaid; and the trustees of the settlement or the trustees for sale shall be entitled to recover and receive any excess of duty which may become repayable by the said Commissioners.

(8) Except in the case of a conveyance to a purchaser a conveyance shall take effect, subject to any subsisting charge or liability for payment of the duty and interest, if any, notwithstanding that the charge for duty may not have been registered.

(9) For the purpose of raising the duty, and the costs of raising the same, the personal representative or other person accountable as aforesaid shall have all the powers which are by any statute conferred for raising the duty.

(10) Nothing in this Act shall alter any duty payable in respect of land, or impose any new duty thereon, or affect the remedies of the said Commissioners against any person other than a purchaser or a person deriving title under him.

(11) Notwithstanding that any duties are by this Act made payable by the personal representative or other person aforesaid, nothing in this Act shall affect the liability of the persons beneficially interested or their respective interests in respect of any duty, and they shall accordingly account for or repay the same and any interest and costs attributable thereto to the said Commissioners or to the personal representative or other person accountable as aforesaid, as the case may require.

(12) Nothing in this section shall impose on a personal representative, tenant for life of full age, statutory owner, trustee for sale, or other person in a fiduciary position, as such, any liability for payment of duty, in excess of the assets (including land) vested in him or in the trustees of the settlement which shall for the time being be available in his hands or in the hands of such trustees for the payment of the duty or which would have been so available but for his or their own neglect or default, or impose a charge for duties on leasehold land, or render a mortgagee liable in respect of any charge for duties which is not paramount to his mortgage.

(13) The said Commissioners, on being satisfied that a personal representative or other person accountable has paid or commuted or will pay or commute all death duty for which he is accountable in respect of the land or any part thereof, shall, if required by him, give a certificate to that effect, which shall discharge from any further claim for such duty the land to which the certificate extends, and the production of such certificate to the land registrar or other proper officer shall be a sufficient authority to enable him to cancel any land charge registered in respect of the duty so far as it affects the land to which the certificate extends.

(14) This section does not apply to registered land, and only applies in favour of a purchaser for money or money's worth.

16. *As to bankruptcies of estate owners.*—(1) Every petition in bankruptcy filed after the commencement of this Act shall be registered at the land registry as a *lis pendens*, and, as respects any transfer or creation of a legal estate, a petition filed after such commencement which is not so registered shall not, until so registered, be notice or evidence of any act of bankruptcy therein alleged.

(2) Rules for giving effect to this section may be made under and in manner provided by section one hundred and thirty-two of the Bankruptcy Act, 1914 [4 & 5 Geo. 5, c. 59], as if the registration were required by that Act. No fee shall be charged for the registration of a *lis pendens* if the application therefor is made by the registrar of the court in which a petition has been filed.

(3) Where the petition is filed against a firm, the application to register shall state the names and addresses of the partners, and a *lis pendens* shall also be registered against each partner.

(4) Every receiving order in bankruptcy made after the commencement of this Act may (whether or not it is known to affect land) be registered and re-registered as an order affecting land within the meaning of section five of the Land Charges Registration and Searches Act, 1888 [51 & 52 Vict. c. 51], and the provisions of that Act (including in particular section

seventeen thereof) shall apply accordingly. No fee shall be charged for the registration of the order if the application therefor is made by an official receiver.

(5) The words "does not include an order made by a court having jurisdiction in bankruptcy, but save as aforesaid," in the definition of "judgment" in section four of the said Act of 1888 are hereby repealed.

(6) The title of the trustee in bankruptcy acquired after the commencement of this Act shall be void as against a purchaser of a legal estate claiming under a conveyance made after the date of registration of the petition in bankruptcy unless, at the date of the conveyance, either the lis pendens is in force or the receiving order is registered pursuant to this section.

(7) This section only applies in favour of a purchaser of a legal estate in good faith for money or money's worth without notice of an available act of bankruptcy.

#### AMENDMENTS OF THE GENERAL LAW.

17. *Abolition of technicalities respecting the creation of entailed interests and of the rule in Shelley's case.*—(1) From and after the commencement of this Act an interest in tail or in tail male or in tail female or in tail special (in this Act referred to as "an entailed interest") may be created in equity in any property, real or personal, but only by the like expressions as before the commencement of this Act a similar estate tail could have been created by deed (not being an executory instrument) in freehold land, and with the like results, including the right to bar the entail either absolutely or so as to create an interest equivalent to a base fee.

(2) Expressions contained in an instrument coming into operation after the commencement of this Act, which, in a will or executory instrument coming into operation before such commencement, would have created any such estate tail in freehold land, but would not have been effectual for that purpose in a deed (not being an executory instrument) shall (save as hereinafter provided) operate in equity, in regard to property real or personal, to create absolute, fee simple or other interests corresponding to those which, if the property affected had been personal estate, would have been created therein before the commencement of this Act:

Provided that where, by any instrument coming into operation after the commencement of this Act, an interest is expressed to be given to the heir or heirs or issue or any particular heir or any class of the heirs or issue of any person in words which, but for this proviso, would, under the rule of law known as the Rule in Shelley's case, have operated to give to that person an interest in fee simple or an entailed interest, such words shall operate in equity as words of purchase and not of limitation, and shall be construed and have effect accordingly; and in the case of an interest expressed to be given to an heir or heirs or any particular heir or class of heirs, the same person or persons shall take as would have answered that description if this Act had not been passed.

(3) Where personal estate (including the proceeds of sale of land directed to be sold and chattels directed to be held as heirlooms) is, after the commencement of this Act, directed to be enjoyed or held with or upon trusts corresponding to trusts affecting land in which, either before or after the commencement of this Act, an estate tail or an entailed interest has been created, and is subsisting, such direction shall be deemed sufficient to create a corresponding entailed interest in such personal estate.

(4) In default of and subject to the execution of a disentailing assurance or the exercise of the testamentary power conferred by this Act, an entailed interest (to the extent of the property affected) shall devolve in equity, from time to time, upon the persons who would have been successively entitled thereto as the heirs of the body (either generally or of a particular class) of the tenant in tail or other person, if the entailed interest had, before the commencement of this Act, been limited in respect of freehold land, and this Act had not been passed.

(5) Section thirty-two of the Fines and Recoveries Act, 1833 [3 & 4 Will. c. 74] (relating to the appointment of special protectors of a settlement), is hereby repealed as respects settlements made or coming into operation after the commencement of this Act.

(6) An entailed interest shall only be capable of being created by a settlement of real or personal property (including the will of a person dying after the commencement of this Act), or by an agreement for a settlement in which the trusts to affect the property are sufficiently declared; and in this Act, where the context so admits, the expression "entailed interest" includes an estate tail (by this Part of this Act made to take effect in equity) created before the commencement of this Act.

18. *Abolition of the double possibility rule.*—(1) The rule of law prohibiting the limitation, after a life interest to an unborn person, of an interest in land to the unborn child or other issue of such person is hereby abolished, but without prejudice to the rule relating to perpetuities.

(2) This section only applies to limitations or trusts created by an instrument coming into operation after the commencement of this Act.

19. *As to heirs taking by purchase.*—(1) A limitation of real or personal property in favour of the heir (either general or special) of a deceased person which, if limited in respect of freehold land before the commencement of this Act, would have conferred on the heir an estate in the land by purchase, shall operate in equity to confer a corresponding equitable interest in the property on the person who would, if this Act had not been passed, have answered the description of the heir (either general or special) of the deceased in respect of his freehold land, either at the death of the deceased or at the time named in the limitation, as the case may require.

(2) This section only applies to limitations or trusts created by an instrument coming into operation after the commencement of this Act.

#### MISCELLANEOUS PROVISIONS.

20. *Legal rights of entry or reverter; and extension of the Satisfied Terms Act.*—(1) All statutory rights of entry, pre-emption, or reverter affecting a legal estate shall remain in force; and, for removing doubts, it is hereby declared that—

All rights of entry or reverter affecting a legal estate which by law are exercisable, on condition broken, or for any other reason, by a person, or his heirs or otherwise—

(a) are assignable by deed; and

(b) (without prejudice to the devolution thereof on the death of the person entitled thereto, for an interest not ceasing on his death, to his personal representatives as part of his estate) can be disposed of by will; and

(c) after the commencement of this Act may, but, in regard to an estate in fee simple, only within the period authorised by the rule relating to perpetuities, be made exercisable, by any person and the persons deriving title under him.

(2) After the commencement of this Act, the Satisfied Terms Act, 1845 [8 & 9 Vict. c. 112], shall apply and extend to all terms of years created or limited out of leasehold land in like manner as if the term had been limited out of the freehold land, whether the term is created before or after such commencement.

21. *Vesting orders and dispositions of legal estates operating as conveyances by an estate owner.*—(1) Every vesting order, made by any court or other competent authority, vesting declaration (express or implied) under any statutory power, conveyance by a person appointed for the purpose under an order of the court or authorised under any statutory power to convey in the name or on behalf of an estate owner, and every conveyance made under any power reserved or conferred by this Part of this Act, which is made or executed for the purpose of vesting, conveying, or creating a legal estate, shall operate to convey or create the legal estate disposed of in like manner as if the same had been a conveyance executed by the estate owner of the legal estate to which the order, declaration, or conveyance relates.

(2) Where the order, declaration, or conveyance is made in favour of a purchaser then the provisions of this Act relating to a conveyance of a legal estate to a purchaser shall apply thereto.

(3) The provisions of the Trustee Act, 1893 (as amended by any subsequent enactment), relating to vesting orders and orders appointing a person to convey shall apply to all vesting orders authorised to be made by this Part of this Act.

22. *Provisions of Act to apply to incorporeal hereditaments.*—(1) The provisions of this Part of this Act relating to freehold land shall apply to manors, reputed manors, lordships, advowsons, tithes and perpetual rent-charges, and other incorporeal hereditaments, subject only to the qualifications necessarily arising by reason of the inherent nature of the hereditament affected.

(2) This Part of this Act shall not affect the special restrictions imposed on dealings with advowsons by the Benefices Act, 1898 [61 & 62 Vict., c. 48] or any other statute.

(3) This section shall take effect subject to the express provisions of this Act relating to undivided shares.

23. *Easements.*—Where an easement, right or privilege for a legal estate is created, it shall enure for the benefit of the land to which it is intended to be annexed.

24. *Reservations.*—(1) A reservation of a legal estate shall operate at law without any execution of the conveyance by the grantee of the legal estate out of which the reservation is made, or any grant by him, so as to create the legal estate reserved, by way of transmutation of possession, and so as to vest the same in possession in the person (whether being the grantor or not) for whose benefit the reservation is made.

(2) A conveyance of a legal estate, subject to another legal estate which was not in existence at the date of the conveyance, shall operate in like manner as a reservation, so as to create the last-mentioned estate and to vest the same in possession in the person for whose benefit that estate is to be created.

(3) This section applies to leasehold land as well as to freehold land.

25. *Confirmation of past transactions.*—(1) A deed containing a declaration by the estate owner that his estate shall go and devolve in such a manner as may be requisite for confirming any interests intended to affect his estate and capable under this Act of subsisting as legal estates which, at some prior date, were expressed to have been transferred or created, and any dealings therewith which would have been legal if those interests had been legally and validly transferred or created, shall, to the extent of the estate of the estate owner, but without prejudice to the restrictions imposed by this Act in the case of mortgages, operate to give legal effect to the interests so expressed to have been transferred or created and to the subsequent dealings aforesaid.

(2) This section applies to leasehold land as well as to freehold land.

26. *Charitable and public trusts.*—(1) All land vested or to be vested in trustees on charitable, ecclesiastical, or public trusts shall be deemed to be settled land, and the trustees shall, in reference to the land, have all the powers which are by the Settled Land Acts conferred on a tenant for life and on the trustees of the settlement, and the instrument creating the trust shall be deemed the settlement, but, save where the trust is created by will after the commencement of this Act, a vesting instrument shall not be deemed necessary for giving effect to the settlement.



(2) The said powers shall be exercisable subject to such consents or orders (if any) being obtained as would have been required to authorise the transaction if this Act had not been passed. And, where the land is vested in the official trustee of charity lands, the said powers shall be exercisable by the managing trustees, and the official trustee aforesaid shall not be liable for giving effect to their directions.

(3) Nothing in this section shall affect the jurisdiction of the court, Charity Commissioners, Board of Education, or other competent authority in regard to the administration of charitable, ecclesiastical, or public trusts.

(4) Where any trustees or the majority of any set of trustees have power to transfer or create any legal estate, the same shall be transferred or created by them in the names and on behalf of the persons in whom the legal estate is vested.

(5) This section applies whether the trust was created before or after the commencement of this Act.

**27. Examples of abstracts of title and instruments.**—(1) Examples of abstracts of title framed in accordance with the provisions of this Act are contained in the Eighth Schedule to this Act.

(2) Examples of instruments framed in accordance with the provisions of this Act are contained in the Ninth Schedule to this Act.

#### SAVINGS AND RESERVATIONS.

**28. Legal interests converted into equitable interests not to fail.**—(1) A legal estate or interest in land subsisting or capable of taking effect at the commencement of this Act shall not fail by reason of the same being converted into an equitable interest either in the land or in the proceeds of sale thereof, nor shall its priority over other equitable interests be affected.

(2) A purchaser of a legal beneficial interest in possession (subsisting immediately before the commencement of this Act) of a tenant for life under a settlement shall (without prejudice to any protection conferred by this Act on a purchaser of a legal estate) have and may exercise the same rights and remedies as he would have had or have been entitled to exercise if the interest had remained a legal interest, and the reversion (if any) on any leases or tenancies derived out of the settled land had remained vested in him.

**29. Special statutory modes for conveying or acquiring land.**—The provisions of the Forfeiture Act, 1870 [33 & 34 Vict. c. 23], in regard to the land of a convict, of the Friendly Societies Act, 1896 [59 & 60 Vict. c. 25], in regard to the land to which that Act applies, and the provisions of any other statutes passed or hereafter to be passed conferring special facilities or modes (whether by way of registered memorial or otherwise) for disposing of or acquiring land, or providing for the vesting (by conveyance, reverter, gift over or otherwise) of the same in trustees or any person or corporation (sole or aggregate), shall remain in full force, with the variation that powers for disposing of or creating a legal estate shall be exercised, when practicable, in the name and on behalf of the estate owner.

**30. Leasing powers.**—(1) All leases or tenancies at a rent for a term of years absolute authorised by the Conveyancing Acts, 1881 and 1911, or the Settled Land Acts, or any other statute (whether or not extended by any instrument) may be granted in the name and on behalf of the estate owner by the person empowered to grant the same, whether being an estate owner or not, with the same effect and priority as if this part of this Act had not been passed; and nothing in this Act shall prejudicially affect the power to accept surrenders of leases conferred by the Conveyancing Act, 1911, as extended by any instrument; but this section shall not (except as respects the usual qualified covenant for quiet enjoyment) authorise any person granting a lease in the name of an estate owner to impose any personal liability on him.

(2) Where a rentcharge is held for a legal estate the owner thereof may under section forty-four of the Conveyancing Act, 1881 (as amended), or under any corresponding power, create a legal term of years absolute for securing or compelling payment of the same; but in other cases terms created under that section shall, unless and until the estate owner of the land charged gives legal effect to the transaction, take effect in equity.

**31. Limitation and Prescription Acts.**—Nothing in this Part of this Act shall affect the operation of any statutes already passed, or hereafter to be passed, for the limitation of actions or proceedings relating to land or with reference to the acquisition of easements or rights over or in respect to land.

**32. Effect of possession of documents.**—This part of this Act shall not prejudicially affect the right or interest of any person arising out of or consequent on the possession by him of any documents relating to land, nor affect any question arising out of or consequent upon any omission to obtain or any other absence of possession by any person of any documents relating to land.

**33. Interests of persons in possession.**—This Part of this Act shall not prejudicially affect the interest of any person in possession or in actual occupation of land to which he may be entitled in right of such possession or occupation.

#### CONSTRUCTION.

**34. Construction.**—For giving effect to this Part of this Act, the enfranchisement of copyhold land, the conversion of perpetually renewable leaseholds into long terms, and the abolition of interests termini shall be deemed to have been effected immediately before the commencement of this Act.

#### PART X.

##### COMPULSORY REGISTRATION ON SALE.

**180. Power to require registration of title on sale.**—(1) In subsection (1) of section twenty of the Act of 1897 the words beginning "a person shall not" down to the end of that subsection are hereby repealed, and the following words are hereby substituted therefor:—

"Every conveyance on sale of freehold land, executed on or after the day specified in the order which makes registration of title to land in that area compulsory on sale, shall (save as hereinafter provided), on the expiration of two months from the date thereof or of any authorised extension of that period, become void so far as regards the grant or conveyance of the legal estate in the land within the area affected comprised in the conveyance unless the grantee or his successor in title or assign has in the meantime applied to be registered as proprietor of such land; and the expression 'grantee' means the person who is entitled to be registered as proprietor of the land:

"Provided always that the registrar, or the court on appeal from the registrar, may, on the application of any person interested in any particular case in which the registrar or the court is satisfied that the application for first registration cannot be made within the said period, or can only be made within that period by incurring unreasonable expense, or that the application has not been made within the said period by reason of some accident or other sufficient cause, make an order extending the said period; and if such order be made, then, upon the registration of the grantee or his successor or assign, a note of the order shall be endorsed on the conveyance.

"Provided also that, in the case of land in an area where, at the date of the commencement of the Law of Property Act, 1921, registration of title is already compulsory on sale, this subsection shall apply to every conveyance on sale of freehold land executed on or after the day of the commencement of that Act."

(2) Rules under the Acts may provide for applying the provisions thereof to dealings with the land which may take place between the date of such conveyance and the date of the application to register, as if such dealings had taken place after the date of first registration; for registration to be effected as of the date of the application to register; and for applying the provisions of section twenty aforesaid (as amended) to the case of leasehold land.

(3) In section twenty aforesaid (as amended) the expression "conveyance on sale" does not include an enfranchisement or extinguishment of manorial incidents whether under Parts V. and VI. of this Act, or otherwise, but shall after the commencement of this Act include a conveyance by way of exchange, where money is paid for equality of exchange.

(4) For preserving the power to make orders under section twenty aforesaid at the instance of a county council the following provision shall be substituted for subsection (8) of that section, namely:—

"At a meeting of a county council, at which at least two-thirds of the whole number of the members shall be present, a resolution may be passed, at any time after the commencement of this Act, signifying the desire of the county council that registration of title shall be compulsorily applied to the county over which such council has jurisdiction or to any part thereof; and thereupon an order may be made as respects the county or part of a county to which the resolution extends."

Subsections (5) and (6) of section twenty aforesaid shall not apply to any order so made.

(5) At any time after the expiration of ten years from the commencement of this Act, but not earlier, an order may be made under the said section without complying with the provisions of subsections (6) (7) and (9) thereof, but subject to and in accordance with the following provisions:

(i) The county council and any law society whose district is proposed to be affected, or either of them, may, within six months after receipt of notice by the county council of any proposed order, pass a resolution that a public inquiry shall be held in the county proposed to be affected as to the desirability of extending compulsory registration of title (on sale) to the county or part of the county intended to be affected; and the county council within ten days of the receipt of such notice shall furnish a copy thereof to any such law society, and notwithstanding anything to the contrary in subsection (5) of section twenty aforesaid notice of the proposed order may be given at any time within eighteen months before the date on which the order is to take effect:

(ii) A copy of the resolution shall be sent to the Lord Chancellor:

(iii) After the receipt of a copy of the resolution the Lord Chancellor shall appoint a person, being a practising member of the legal profession, to hold and conduct the inquiry and shall fix the date and place on and in which the inquiry is to be held:

(iv) The Lord Chancellor may make rules as to the conduct of any such inquiry, the manner in which the expenses thereof are to be borne, and any other matters relating to the inquiry, and may revoke or vary any such rules:

(v) At any such inquiry the county council and such other persons as may be admitted by the person holding the inquiry, or may be nominated by or on behalf of any such law society as aforesaid, and all other persons willing to give evidence, shall be entitled to submit reasons, whether local or general, for or against the extension of compulsory registration of title (on sale) to the county or part of the county intended to be affected:



(vi) The person holding the inquiry shall, after the completion thereof, forthwith report the result, stating the facts and reasons upon which the result is arrived at, in writing to the Lord Chancellor, who shall cause the report to be published in the Gazette or in such other manner as he may prescribe:

(vii) If, after the publication of the report, or after the period, within which a resolution that an inquiry be held may be passed, has expired without any such resolution being passed, the Lord Chancellor decides to proceed with the draft Order (with or without amendment) he shall cause such draft to be laid upon the table of each House of Parliament while Parliament is sitting for a period of thirty days:

(viii) If before the expiration of that period either House presents an address to His Majesty against the draft or any part thereof the order shall not be made, but without prejudice to the making of a new draft order:

(ix) Not more than one such Order shall be made within the period of eleven years from the commencement of this Act:

(x) The first Order shall not affect more than one county with any county borough surrounded by or contiguous to such county:

(xi) Any proceedings preliminary to the making of the Order may be taken before the expiration of the said period of ten years.

## Ordnance Map Copyright.

Geographia, Limited, Fleet-street, was, says *The Times*, summoned before Alderman Sir William Dunn, at the Mansion House on the 3rd inst., for selling a road map of the Isle of Wight which was an infringing copy of the Ordnance Survey maps of the Isle of Wight, contrary to the Copyright Act, 1911. Mr. Alexander Gross, managing director of the company, was summoned for procuring the commission of the offence by Geographia, Limited.

Mr. H. D. Roome, for the Director of Public Prosecutions, said that on the cover of a road map of the Isle of Wight, entitled the "Geographia Road Map of the Isle of Wight, by Alexander Gross, F.R.G.S.," the scale was given as two miles to one inch. In January, 1913, permission was given to map makers to utilise material in Ordnance maps for production of their own maps on a scale smaller than one inch to the mile, but in July, 1918, that permission was withdrawn. This map was found to be on a scale of one mile to the inch.

Mr. Medley, solicitor, for the defence, said that his clients had acted under a misapprehension. The original arrangement was that the Stationery Office allowed maps to be made on a scale less than one inch. The map was not produced from the Ordnance survey, but they made certain enlargements of their original half-inch drawings, and that was how the mistake had been made. They would undertake to destroy the remaining copies.

Sir William Dunn said he thought the defendants had sinned in error. He directed Mr. Gross to pay a penalty of 40s. and the company to pay £5 5s. costs.

## Solicitor and Affidavit.

Before Mr. Justice Coleridge, at the Central Criminal Court on the 11th inst., says *The Times*, Charles William Mayo, 42, solicitor, pleaded "Guilty" to a charge of making a false statement (in an affidavit) in reference to the amount of costs to be paid to the prosecution in a case heard at the Central Criminal Court in March, 1920.

Mr. Justice Coleridge said that it was clear that the element of fraud, in the sense that the defendant desired to put money in his pocket, was wanting. He had heard the adjective "technical" applied to the case, but he could not accept that. If a person, in the capacity of an officer of the Court, knowing what an affidavit was, swore a thing which was false, it could not be characterised as technical. However, the defendant had a good character, and he (the judge) doubted not that he was as penitent as a man could be for the offence. He bound the defendant over in £100 to come up for judgment if called on, and ordered him to pay the costs of the prosecution.

The defendant was found *Not Guilty* on an indictment charging him with obtaining by false pretences £17 11s. (the amount of costs allowed by the Court in the case in March, 1920), no evidence being offered by counsel for the prosecution, who said there was no intent to defraud.

## Obituary.

Mr. William Smyly, K.C.

MR. WILLIAM CECIL SMYLY, K.C., who was Judge of the County Courts of Bow and Shoreditch from 1902 to 1915, died on Friday, the 4th inst., at Windlesham, Surrey. He was born in Dublin on 2nd January, 1840, the youngest son of Mr. John George Smyly, Q.C., by his marriage with a daughter of Sir Andrew Ferguson, M.P. for Londonderry.

Mr. Smyly was educated at Harrow and at Trinity College, Cambridge, where he won a considerable reputation as an oarsman. He was captain

of the university boat in 1862 and 1863, and in the latter year was President of the C.U.B.C. At the age of 21 he became a student at the Inner Temple, and on his call to the Bar in 1865 he joined the Northern Circuit. After 30 years' practice he was appointed a County Court Judge for Derbyshire and part of Staffordshire, and he remained in that district until 1902, when he was transferred to Bow and Shoreditch. He was formerly editor of the *Annual County Court Practice*.

## Legal News.

### Dissolutions.

CHARLES HERBERT PEDLEY and PERCY TIMPERLEY, Solicitors (Pedley, Timperley & Tomkinson), Crewe and Ellesmere Port, both in the County of Chester, 29th day of February, 1920, so far as concerns the said Charles Herbert Pedley, who retires from the said firm. The said Percy Timperley will continue to carry on the said business under the style or firm of Pedley, Timperley & Tomkinson. [Gazette, March 11th.]

### Appointments.

MR. JOHN HENRY THORPE, of Crown Office-row, Temple, has been appointed by the Attorney-General to represent the Crown in the Court of Criminal Appeal.

THE RIGHT HON. SIR HENRY DUKE, President of the Probate, Divorce, and Admiralty Division, has been appointed a representative of Gray's Inn on the Council of Legal Education in the place of Mr. Vesey Knox, K.C., who has resigned.

MAJOR PERCY COLEMAN SIMMONS has been unanimously elected chairman of the London County Council, in succession to Mr. John W. Gilbert. Major Simmons, who is a member of the firm of Simmons & Simmons, 18, Finch-lane, Cornhill, and was admitted in 1896, has been for some years chairman of the Fire Brigade Committee and Chief Whip of the Municipal Reform Party. He has also been chairman of the Public Control and General Purposes Committees. He represented St. George's-in-the-East from 1907 to 1910, then sat for nine years as a county alderman, and since 1919 has been a City member. Mr. Gilbert has shown himself a strong and impartial chairman, and has handled some difficult situations—notably the disturbances caused by discontented teachers and by unemployed—with sympathy and tact.

## W. WHITELEY, LTD.

AUCTIONEERS,

EXPERT VALUERS AND ESTATE AGENTS,

QUEEN'S ROAD, LONDON, W. 2.

## VALUATIONS FOR PROBATE,

ESTATE DUTY, SALE, FIRE INSURANCE, ETC.

AUCTION SALES EVERY THURSDAY,

VIEW ON WEDNESDAY,

IN

LONDON'S LARGEST SALEROOM.

\*PHONE NO.: PARK ONE (40 LINES). TELEGRAMS: "WHITELEY, LONDON."

## LAW REVERSIONARY INTEREST SOCIETY LIMITED.

No. 15, LINCOLN'S INN FIELDS, LONDON, W.C.

ESTABLISHED 1858.

Capital Stock ... £400,000  
Debtenture Stock ... £331,130

REVERSIONS PURCHASED. ADVANCES MADE THEREON.

Forms of Proposal and full information can be obtained at the Society's Office.

G. H. MAYNE, Secretary.

### General.

Mr. F. D. Wardle has resigned the Town Clerkship of Bath, which he has held since December, 1904, in order to return to private practice.

The Council of the Institute of Journalists has resolved, "in the interests of public morality and the training of future citizens," to "urge all newspapers to withhold the names of juvenile offenders tried or convicted in Children's Courts, as well as those of children who are innocently involved in criminal cases."

The Home Secretary has decided to advise the King to reprieve Charles Tellett, formerly a Canadian soldier, who had been sentenced to death for the murder of his sister-in-law at Deptford. The Canadian Government recently made representations on behalf of Tellett, whose mind was said to have been affected by a wound in the head received in France.

Mr. Richard Luck, of Central Buildings, Darlington, and of Osborne Villa, Carmel road, Darlington, Barrister, Recorder of Richmond, Yorks, Deputy Grand Master of Durham Freemasons, a former Chairman of the North Yorkshire and South Durham centre of the Cyclists' Union, President of the Darlington Charity Committee, left estate of gross value of £11,828.

A notice in the *London Gazette* states that a petition of University College, Reading, praying for the grant of a charter for the incorporation of a university in Reading by the name and style of "The University of Reading," has been presented to his Majesty in Council, and that all petitions for or against such grant should be delivered at the Privy Council Office, Whitehall, on or before April 11.

An official of the Great Western Railway Company applied at the Marylebone Police Court last Saturday for process against a taxicab driver for refusing to take a fare from Paddington Station. The Magistrate (Mr. d'Eyn-court) said it had been held that a railway station was not a "public place," within the meaning of the Hackney Carriage Act of 1873. If that were so, cabmen inside a station were not in the same position as cabmen outside and he did not see how the railway company could compel the former to take a fare. He suggested that the company's solicitors should attend the Court on the subject.

## Court Papers.

### Supreme Court of Judicature.

ROTA OF REGISTRARS IN ATTENDANCE ON			
EMERGENCY	APPEAL COURT	MR. JUSTICE	MR. JUSTICE
Date.	ROTA.	No. 1.	EVER.
Monday Mar. 21	Mr. Goldschmidt	Mr. Bloxam	Mr. Goldschmidt
Tuesday ..... 22	Church	Borror	Church
Wednesday.... 23	Borror	Jolly	Goldschmidt
Thursday .... 24	Bloxam	Synge	Church
Date.	MR. JUSTICE	MR. JUSTICE	MR. JUSTICE
	SARGANT.	RUSSELL.	ASTBURY.
Monday Mar. 21	Mr. Bloxam	Mr. Borror	Mr. Synge
Tuesday ..... 22	Borror	Bloxam	Jolly
Wednesday.... 23	Bloxam	Borror	Synge
Thursday .... 24	Borror	Bloxam	Synge

**VALUATIONS FOR INSURANCE.**—It is very essential that all Policy Holders should have a detailed valuation of their effects. Property is generally very inadequately insured, and in case of loss insurers suffer accordingly. **DEBENHAM, STORR & SONS (LIMITED)**, 26, King Street, Covent Garden, W.C.2, the well-known valuers and chattel auctioneers (established over 100 years), have a staff of expert Valuers, and will be glad to advise those desiring valuations for any purpose. Jewels, plate, furs, furniture, works of art, bric-a-brac a speciality. [ADVT.]

## Winding-up Notices.

### JOINT STOCK COMPANIES.

#### LIMITED IN CHANCERY.

*London Gazette.*—FRIDAY, Mar. 4.

**SHEPPARDS CHEMICAL WORKS LTD.**—Creditors are required, on or before April 12, to send their names and addresses, and the particulars of their debts or claims, to Arthur Francis Sharp, Imperial Buildings, Ludgate-circus, liquidator.

**STANWELL CHEMICAL WORKS LTD.**—Creditors are required, on or before April 12, to send their names and addresses, and the particulars of their debts or claims, to Arthur Francis Sharp, Imperial bldgs., Ludgate-circus, E.C. liquidator.

**HEWITT & CO. (TAILORS) LTD.**—Creditors are required, on or before Mar. 15, to send their names and addresses, and the particulars of their debts or claims, to Peter Gregson, 44, Brown-st., and George A. Marriott, 9, Albert-sq., Manchester, liquidators.

**ALAN'S SHOES LTD.**—Take notice, creditors are to prove their debts on or before Mar. 18. Harry Smith, liquidator, 237, Regent-st., W.

**NOTTING HILL BREWERY CO. LTD.**—Creditors are required, on or before April 11, to send in their names and addresses, and particulars of their debts or claims, to Mr. A. B. Chandler, 125, Clarendon-rd., Notting Hill, W., liquidator.

**SAMUEL HUNT, JUN., LTD.**—Creditors are required, on or before Mar. 21, to send in their names and addresses, with particulars of their debts or claims, to John Thomas Brockhouse, Ribblesford, Little Moor-hill, Smeethwick, liquidator.

**A. H. TAYLOR (SPRINGS) LTD.**—Creditors are required, on or before Mar. 21, to send in their names and addresses, with particulars of their debts or claims, to John Thomas Brockhouse, Ribblesford, Little Moor-hill, Smeethwick, liquidator.

**JOSEPH GIBSON & CO. LTD.**—Creditors are required, on or before Mar. 21, to send in their names and addresses, with particulars of their debts or claims, to John Thomas Brockhouse, Ribblesford, Little Moor-hill, Smeethwick, liquidator.

**HOLT & CO. against ELVIRA LOSO.**—CHRISTOPHER WILLIAM MOORE KEYS, Beecherof, Wokingham, Surrey, on or before April 13, to send by post, prepaid, to Mr. Cecil Dowson, 7, St. James's-pl., St. James's-st., S.W.1. Judge in Chambers, Room No. 162, Royal Courts.

*London Gazette.*—TUESDAY, Mar. 8.

**VILLAGE MAIN REEF GOLD MINING CO. LTD.**—Creditors are required, on or before April 22, to send their names and addresses, and the particulars of their debts or claims, to Francis de Mallet Cunyngghame, 8, Old Jewry, E.C., liquidator.

**H. WICKHAM LTD.**—Creditors are required, on or before April 12, to send their names and addresses, and the particulars of their debts or claims, to James Benjamin Reeves, 23, Queen Victoria-st., E.C.4, liquidator.

**THE OLDSIDE CHEMICAL CO. LTD.**—Creditors are required, on or before Mar. 22, to send their names and addresses, and particulars of their debts or claims, to Percy Davies, 27, Water-st., Liverpool, liquidator.

**HENRY & LEIGH SLATER LTD.**—Creditors are required, on or before April 2, to send their names and addresses, and the particulars of their debts or claims, to Mr. Richard Sewell, 4, Broad Street-pl., E.C., liquidator.

**MODERN TRANSPORT CO. LTD.**—Creditors are required, on or before April 26, to send their names and addresses, and the particulars of their debts or claims, to Mr. Alfred Wright, 20, Conduit-st., W., liquidator.

**BALDWIN MANUFACTURING CO. LTD.**—Creditors are required, on or before Mar. 14, to send their names and addresses, and the particulars of their debts and claims, to St. John Bennett, 16, Devonshire-sq., E.C., liquidator.

## Resolutions for Winding-up Voluntarily.

*London Gazette.*—FRIDAY, Mar. 4.

**Fincham Oldfield Development Syndicate Ltd.** Kynoch-Arklow Ltd. Colwyn & District Agricultural Co-operative Society Ltd.

**The Hollingdrake Automobile Co. Ltd.** The Yorkshire Die Stamping Christmas Card Co. Ltd.

**The Gros-Idwy-Afon Slate Quarry Syndicate Ltd.** Workmen's Dwellings Co. (Devonport) Ltd.

**Southport Modern School & Business Training College Ltd.** Donald Campbell & Co. Ltd.

**Gordon Laundries Ltd.** Slavo-British Trade Corporation Ltd.

**Chas. L. Richins Ltd.** County History Syndicate Ltd.

**Vestal Hosiery Co. Ltd.** H. D. Gould & Co. Ltd.

**The Royal Hotel, Falmouth, Ltd.** The Illustrated Kennel News Co. Ltd.

**Cross-Atlantic Newspaper Service Ltd.** Yates Brothers Ltd.

**The British Millers Co. Ltd.** Scarborough Estates Ltd.

*London Gazette.*—TUESDAY, Mar. 8.

**Broadway Institute Ltd.** Grant, Hughes & Co. Ltd.

**Clayton, Atkin & Co. Ltd.** Vectis Engineering Co. Ltd.

**The French Autogene Welding Co. Ltd.** Walter Hardy Ltd.

**Button & Co. Ltd.** Rutt, Gutteridge & Co. Ltd.

**The Downton Petrol, Air Gas Co. Ltd.** Murray Foundry Co. Ltd.

**King's Lynn Coal & Shipping Co. Ltd.** D. & F. Grundy Ltd.

**Selly Chemical Co. Ltd.** H. A. Hughes Ltd.

**Renbas Manufacturing Co. Ltd.** Bedford Haulage Co. Ltd.

**The Rhymney Valley Laundries Ltd.** Ernest Thorne Ltd.

**Mackinnon & Thomas Ltd.** The East Bradford Poultry Utility Society Ltd.

**Albion Football & Rectory Recreation Ground Co. Ltd.** The Steel Trading Corporation Ltd.

**Kayanja Plantations Development Syndicate Ltd.** The Baldwin Manufacturing Co. Ltd.

**The Beekit Boendar Rubber Co. Ltd.** Colham Comrades Club Ltd.

**Price & Oakley Ltd.** Southsea Electric Theatre Co. Ltd.

**Herbert F. Solly Ltd.** Holma Woodware Co. Ltd.

**Leonora Ltd.** Henry & Leigh Slater Ltd.

**The Oldside Chemical Co. Ltd.** The Pendlebury Picture Palace & Varieties Ltd.

**Winterbourne Ltd.** The Modern Transport Co. Ltd.

**Gunite Construction Co. Ltd.**

## Creditors' Notices.

### Under 22 & 23 Vict. cap. 35.

*London Gazette.*—FRIDAY, Mar. 4.

**ALLEN, WILLIAM MILWARD, Rushmore, Manchester, Civil Engineer.** Mar. 30. Wise & Wise, Manchester.

**ATHILL, MARY DOROTHEA, Malvern, Worcester.** Mar. 28. I. Barlow, Malvern.

**BARDSLEY, JOHN, Manchester, Licensed Victualler.** April 12. Lingards, Sutton, Elliott & Co., Manchester.

**BELL, MARY ELEANOR, Liverpool.** April 2. John Clark & Sons, Broughton-in-Furness.

**BELLY, HANNAH, Norwich.** April 6. J. W. C. Daynes, Son & Keefe, Norwich.

**BOLTON, GEORGE, Oldham.** Mar. 31. H. Booth & Sons, Oldham.

**BOLTON, THOMAS, Thornton-le-Fyke, Lancs.** Mar. 31. H. Booth & Sons, Oldham.

**BROWN, ALICE, Gosforth.** Mar. 31. John F. Stewart, Newcastle-upon-Tyne.

**BROWN, JAMES WARDLEWORTH, Crumpton, Manchester, Merchant.** April 9. Cooper, Sons, Marsh & Bailey, Manchester.

**CALDWELL, ALICE, Nottingham.** April 16. T. B. Cox, Nottingham.

**CANSING, HAIN, Chetnam, Shipper.** Mar. 30. Wise & Wise, Manchester.

**CHIFFDALE, OLIVER, Ede & Brown, Tottenham, N.17.** April 6. Windsor & Brown, Tottenham, N.17.

**CLARK, ERNEST ALFRED, Highfield, Banker.** Mar. 22. A. D. McKillop Clark, Kallag, W.S.

**CLARK, SIDNEY HERBERT, Barn Green, Worcester.** April 8. Musgrave, Lee & Co., Birmingham.

**CRADTREE, JANE, Harrogate.** Mar. 31. W. Topham, Harrogate.

**DE LANNOY, HELENE, Bayswater.** April 8. Wild, Collins & Crose, Chislehead, E.C.2.

**DUNCAN, WILLIAM ALEXANDER, Crofton Park, Kent.** April 16. Blackford, Norton & Smith, 15, Walbrook.

**EDWARDS, MRS. HENRIETTA, Kensington.** April 9. Hydes, Worcester.

**EDWARDS, CATHERINE, Portsmouth.** Mar. 31. Fred G. Allen, Portsmouth.

**FISHER, LOUISA, Tube-hill, Surrey.** April 2. Merriman, White & Co., Temple.

**FOXLEY, JANE HANNAH, Kilburn.** Mar. 31. Mason & Co., High Holborn, W.C.1.

**FREDERICKS, ELIZABETH MELVILLE, Fulham.** April 4. Edgar F. Jarvis, Billiter-sq.-bldgs., E.C.3.

**GARRETT, JAMES HUGH MOORE, Wimbledon, Surrey.** April 15. Charles Rotter, Bucklersbury, E.C.4.

**GIBSON, THOMAS, Sheffield.** April 9. Howe & Co., Sheffield.



GIBSON, THOMAS YEOMANS, Leicester, Timber Merchant. April 2. C. Geoffrey Barradale, Leicester.

GRAY, DANIEL, Charlton, S.E., Engine Fitter. April 4. W. H. Matthews & Co., Finsbury-sq., E.C.2.

HALL, JOHN LAWRENCE, Russell-sq., Aeronautical Engineer. April 7. Wightman & Parker, Sheffield.

HARGREAVES, MARY ELIZABETH ARMSTRONG, Buxton. Mar. 19. Hibbert & Pownall, Ashton-under-Lyne.

HARGREAVES, JOHN TAYLOR, Ashford, Derby, Towel Manufacturer. Mar. 19. Hibbert & Pownall, Ashton-under-Lyne.

HAYELL, GEORGE FREDERICK, Lee, Kent. April 7. Kingsford, Dorman & Co., Essex-st., W.C.2.

HAYES, ROSE, Tunbridge Wells, Kent. April 1. Walter J. Tanner, Leadenhall-st., E.C.3.

HAWLEY, HARRY, Parkside, Yorks. Mar. 31. E. J. Twigg, Rotherham.

HERITAGE, ANN SARAH, Stratham. April 2. H. F. Bennett, Banbury.

HUGHES, WILLIAM JOHN, Colnbrook, Bucks. April 8. Guillaume & Sons, Salisbury-sq., E.C.4.

JONES, DAVID, Colwyn Bay, Motor Engineer. April 4. John R. Williams, Abergele.

LAMBERT, JANE, Old Ormesby, Carting Contractor. Mar. 19. Herbert Outhwaite, Middleborough.

LACROIX, JOHN THOMAS, Regent's Park, Saddler. April 5. Robt. A. Kendrick, Camden Town, N.W.1.

LEACH, CHARLES JOHN, Enfield. April 30. Robbins, Olive & Lake, Strand, W.C.2.

LOKE, SAMUEL, City-rd. April 4. W. H. Champness & Co., Serjeants'-inn, E.C.4.

LORD, MARY, Blackpool. April 5. Thos. Smeddles, Blackburn.

MEREDITH, WILLIAM, Clewer, Berks. April 6. F. T. Ryland, Windsor.

MUIB, HUGH BROWN, South Kensington. April 15. Oldfields, Walbrook, E.C.4.

MUTTALL, JANE ELEANOR, Torquay. April 3. W. F. Awdry, Birmingham.

O'BRIEN, NELLIE BLANCHE, Toorak, in the State of Victoria. April 5. Burton, Yeates & Hart, Saffy-st., W.C.2.

PEARSE, ALFRED THOMAS, Exeter. Mar. 25. James & Snow, Exeter.

POWELL, WILLIAM, Bath. April 5. Frank S. Ingle, Bath.

PRATT, SAMUEL HICKLING, Warwick, Commercial Traveller. April 9. Foster & Co., Birmingham.

PRICE, EDWARD, Worthing. Mar. 30. Guillaume & Sons, Salisbury-sq., E.C.4.

RHOADS, CHARLES, Gressborough, nr. Rotherham. April 7. Oxley & Coward, Rotherham.

RIDLEY, WILLIAM WALFORD, Reading, Berks. April 4. Martin & Martin, Reading.

SHERWILL, FRANCES HELENA ANTOBIUS, Brockenhurst, Hants. April 9. Bower, Cotton & Bower, Breams-bldgs., E.C.4.

SPARROW, SHADRACH JOSIAH, Warwick, Licensed Victualler. April 16. Campbell, Brown & Ledbrook, Warwick.

SPEISER, MRS. SARAH, Doncaster. April 5. Atkinson & Sons, Doncaster.

STAPLES, HENRY JOHN, Derby. Mar. 23. Barber, Curry & Curry, Derby.

SYDNEY, HENRY ISAAC, Clapham. April 1. W. H. Armstrong & Co., Renfrew-rd., S.E.11.

THOMSON, JESSIE, Hartgate. April 7. Tildy & Paver-Crow, Hartgate.

THORPE, CLARA JULIA, Rock Ferry, Cheshire. April 7. F. Lindsay & Elsworth, Liverpool.

THURGOOD, JOHN ISAAC, Harlow, Essex, Corn Merchant. April 30. W. Jackson Hart, Harlow, Essex.

WALD, JOSEPH, Stepney. April 13. Harris, Chatham & Cohen, Finsbury-sq., E.C.2.

WATSON, WILLIAM, Newton Abbot. April 4. Webster & Mason, Newton Abbot.

WEATHERLEY, MICHAEL, Newcastle-upon-Tyne, Upholsterer. Mar. 31. John F. Stewart, Newcastle-upon-Tyne.

WESLEY, REVEREND FRANCIS GWYNNE, Winchester. April 1. C. Woolridge & Son, Winchester.

WILLARD, SYLVESTER DAVID, Mayfair. April 12. Powell, Rogers & Merrick, Essex-st., W.C.2.

## Bankruptcy Notices.

London Gazette.—TUESDAY, MAR. 1.  
RECEIVING ORDERS.

BART, A. O., Scarborough, Motor Engineer. Scarborough. Pet. Feb. 2. Ord. Feb. 24.

BRILL, EPHRAIM PHILIP, Stepney, Boot Manufacturer. High Court. Pet. Feb. 24. Ord. Feb. 24.

CARLES, REGINALD WALORS, Stafford, Veterinary Surgeon. Stafford. Pet. Jan. 28. Ord. Feb. 25.

CHALMERS, MARGARET, Wellington, and SUTCH, GERTRUDE, Picture Frame Manufacturers. Shrewsbury. Pet. Feb. 24. Ord. Feb. 24.

COOK, FRED, Cwmarn, Mon., Boot Dealer. Newport (Mon.). Pet. Feb. 24. Ord. Feb. 24.

CRAIG, HAROLD JOHN, Jermyn-st., Piccadilly, W. High Court. Pet. Oct. 27. Ord. Jan. 11.

EDWARDS, OWEN RANDOLPH, Hay, Brecon, Bootmaker. Hereford. Pet. Feb. 23. Ord. Feb. 23.

GREEN, HENRY JOHN, Falsworth, Lancs., Engineer Millwright. Oldham. Pet. Feb. 11. Ord. Feb. 25.

HARGREAVES, JAMES, Blackpool, Cotton Dealer. Blackpool. Pet. Jan. 13. Ord. Feb. 23.

HEDWORTH, ANTHONY, Durham, Fitter. Newcastle-upon-Tyne. Pet. Feb. 10. Ord. Feb. 23.

HERRING, WILLIAM RICHARD, Crewe, Upholsterer. Nantwich. Pet. Feb. 24. Ord. Feb. 24.

HOLDEN, STEPHEN, Leagrave, nr. Luton, Ploughing Contractor. Luton. Pet. Jan. 29. Ord. Feb. 24.

HOLLAND, ALEXANDER, Linthorpe. High Court. Pet. Jan. 29. Ord. Feb. 23.

HOLROYD, JACKSON, Staincliffe, Halifax, Engineer. Halifax. Pet. Feb. 14. Ord. Feb. 25.

HUTCHINSON, FRANK, Alkew, nr. Bedale, Grocer. North-alerton. Pet. Feb. 24. Ord. Feb. 24.

JACKSON, J. E., Eve, Suffolk, Licensed Victualler's Manager. Ipswich. Pet. Oct. 27. Ord. Feb. 25.

JONES, W. H., Walton, Liverpool. Liverpool. Pet. Jan. 19. Ord. Feb. 24.

LATHROON, ROBERT BAYLES, Thornaby-on-Tees, and MOORE, THOMAS WILLIAM, Durham, Upholsterers. Sunderland. Pet. Feb. 24. Ord. Feb. 24.

LEESON, HENRY, Jr., Sevenoaks, Kent, Turner. Tunbridge Wells. Pet. Feb. 23. Ord. Feb. 23.

MARRIOTT, HARRY, Goldthorpe, Miner. Sheffield. Pet. Feb. 23. Ord. Feb. 23.

MILLS, EDWARD, Berwick-upon-Tweed, Watchmaker. Newcastle-upon-Tyne. Pet. Feb. 8. Ord. Feb. 25.

NASH, WILLIAM HERBERT, Salisbury, Cycle Agent. Salisbury. Pet. Feb. 26. Ord. Feb. 26.

OWEN, THOMAS HENRY CLOAKE, Penarth, Glam., Stockbroker. Cardiff. Pet. Feb. 24. Ord. Feb. 24.

PIER, BERNARD M., Spitalfields, Ladies' Hat Manufacturer. High Court. Pet. Jan. 22. Ord. Feb. 25.

PROUDFOOT, DAVID Y., Hornsey, Commission Agent. High Court. Pet. Jan. 24. Ord. Feb. 24.

PULIOPOLOS, THOMAS, Bayswater, W.1. High Court. Pet. Jan. 18. Ord. Feb. 24.

SALT, MASSEY, Aylstone Park, Confectioner. Leicester. Pet. Feb. 24. Ord. Feb. 24.

STANTON, WALTER SNAPE, Accrington, Master Tailor. Blackburn. Pet. Feb. 24. Ord. Feb. 24.

WILLIAMS, JACK, Neath, Glam., Fruiterer. Neath. Pet. Feb. 24. Ord. Feb. 24.

WOODWARD, CHARLES HENRY, Patricroft, Jeweller. Salford. Pet. Feb. 9. Ord. Feb. 25.

WORRELL, FREDERICK WILLIAM, Tenbury Wells, Baker. Kidderminster. Pet. Feb. 24. Ord. Feb. 24.

Amended Notice substituted for that published in the London Gazette of Feb. 1, 1921.

HOWARTH, HERBERT JOSEPH, Blackburn, Tailor. Blackburn. Pet. Jan. 13. Ord. Jan. 28.

Amended Notice substituted for that published in the London Gazette of Feb. 25, 1921.

MOSS, SHEILA, Manchester, Woollen Merchant. Manchester. Pet. Feb. 21. Ord. Feb. 21.

### FIRST MEETINGS.

BAILEY, ALEXANDER EDMUND, Stoke Newington, Veterinary Surgeon. Edmonton. Mar. 9 at 11. 14, Bedford-row, W.C.

BRILL, EPHRAIM PHILIP, Stepney, Boot Manufacturer. High Court. Mar. 11 at 11. Bankruptcy-bldgs., Carey-st., W.C.2.

BRUNNER, EDWARD, Urmoston, nr. Manchester, Silk Finisher. Salford. Mar. 9 at 3. Off. Rec., Byrom-st., Manchester.

CRAIG, HAROLD JOHN, Jermyn-st., W. High Court. Mar. 10 at 12.30. Bankruptcy-bldgs., Carey-st., W.C.2.

CROME, WILLIAM WILSON, Great Grimsby, Fish Merchant. Great Grimsby. Mar. 9 at 11. Off. Rec., 88, Mary's-chmbs., Great Grimsby.

DORROFIELD, JAMES, Chesham, Aylesbury. Mar. 9 at 12. Bankruptcy-bldgs., Carey-st., W.C.2.

FOULKES, EDMUND ALFRED GEORGE, Shrewsbury, Stationer. Shrewsbury. Mar. 9 at 12. Off. Rec., Swan-hill, Shrewsbury.

GOOCH, FREDERICK CHARLES, Chelmsford, Managing Director. Chelmsford. Mar. 9 at 12. 14, Bedford-row, W.C.

HAYES, CHARLES, Bristol, Tailor. Bristol. Mar. 9 at 11.30. Off. Rec., Baldwin-st., Bristol.

HILLIER, FRANK, Shrewsbury, Baker. Shrewsbury. Mar. 9 at 11. Off. Rec., Swan-hill, Shrewsbury.

HILL, ERNEST GEORGE, Fenchurch-st., Company Director. High Court. Mar. 10 at 12.30. Bankruptcy-bldgs., Carey-st., W.C.2.

HOLLAND, ALEXANDER, Linthorpe. High Court. Mar. 10 at 12. Bankruptcy-bldgs., Carey-st., W.C.2.

HOSIE, THEODORE B., Jermyn-st. High Court. Mar. 9 at 11. Bankruptcy-bldgs., Carey-st., W.C.2.

HOWARTH, HERBERT JOSEPH, Blackburn, Tailor. Blackburn. Mar. 8 at 10.30. Off. Rec., Winckley-st., Preston.

ILEY, GEORGE EDWARD, Sturry, Kent, Tailor. Canterbury. Mar. 9 at 11. Off. Rec., Castle-st., Canterbury.

JOSE, HENRY, and JOSE, ERNEST JOHN HENRY DAVEY, Chynoweth, St. Allen, Cornwall, Farmers. Truro. Mar. 11 at 12. Off. Rec., Prince's-st., Truro.

LEESON, HENRY, Junior, Sevenoaks, Kent, Turner. Tunbridge Wells. Mar. 9 at 3.30. Off. Rec., Marlborough-pl., Brighton.

LINDER, I., Spitalfields Market. High Court. Mar. 9 at 12. Bankruptcy-bldgs., Carey-st., W.C.2.

LIVESAY, JOHN MICHAEL BONDEN, Wetherby-terrace, London. High Court. Mar. 9 at 12.30. Bankruptcy-bldgs., Carey-st., W.C.2.

MARRIOTT, HARRY, Goldthorpe, Miner. Sheffield. Mar. 8 at 12. Off. Rec., Fidget-lane, Sheffield.

PIER, BERNARD M., Spitalfields, Ladies' Hat Manufacturer. High Court. Mar. 10 at 11. Bankruptcy-bldgs., Carey-st., W.C.2.

PROUDFOOT, DAVID Y., Hornsey, Commission Agent. High Court. Mar. 10 at 12. Bankruptcy-bldgs., Carey-st., W.C.2.

PULIOPOLOS, THOMAS, Bayswater, W.1. High Court. Mar. 9 at 12. Bankruptcy-bldgs., Carey-st., W.C.2.

ROGERS, ALBERT EDWARD, Nuneaton, Draper. Coventry. Mar. 9 at 12.15. Off. Rec., The Barracks, Southford-st., Coventry.

SHAW, FRANK BARKER, Wood Green, N.22, and SHAW, ERNEST ORRIS, Hornsey, N.8, Manufacturing Upholsterers. High Court. March 9 at 11. Bankruptcy-bldgs., Carey-st., W.C.2.

SMITH, SIDNEY, Coniston, Yorks, Farmer. Kingston-upon-Hull. Mar. 9 at 11.30. Off. Rec., York City Bank-chmbs., Lowgate, Hull.

STEVENS, JOHN THOMAS, Sevenoaks, Kent, Farmer. Tunbridge Wells. Mar. 9 at 3. Off. Rec., Marlborough-pl., Brighton.

SURSHAM, THOMAS JAMES, Norwich, Confectioner. Great Yarmouth. Mar. 9 at 12.30. Off. Rec., Upper King-st., Norwich.

SALT, MASSEY, Leicester. Leicester. Mar. 8 at 3. Off. Rec., Berridge-st., Leicester.

WALKER, HENRY, Hiffacombe, Tobacco Dealer. Barnstable. Mar. 9 at 2.30. George and Railway Hotel, Victoria-st., Bristol.

WELSH, WILLIAM, Junior, Earlestown, Lancs., Journeyman Printer. Warrington. Mar. 10 at 11.30. Off. Rec., Union Marine-bldgs., 11, Dale-st., Liverpool.

WHEATLEY, HORACE, Bubwith, Yorks, Poultry Farmer. Kingston-upon-Hull. Mar. 10 at 11.30. Off. Rec., York City Bank-chmbs., Lowgate, Hull.

WILLSON, ARTHUR FREDERICK MORTIMER, Nuneaton, Fruiterer. Salford. Mar. 9 at 3.30. Off. Rec., Byrom-st., Manchester.

### ADJUDICATIONS.

BOURKE, NIGEL EDWARD JOCELYN, Cambridge-sq., W.1. High Court. Pet. Sept. 20. Ord. Feb. 24.

COLEBATCH, THOMAS, Hereford, Farmer. Leominster. Pet. Jan. 24. Ord. Feb. 24.

COOK, FRED, Cwmarn, Mon., Shoe Dealer. Newport (Mon.). Pet. Feb. 24. Ord. Feb. 24.

CONNOR, PETER, Andover, Hants, Veterinary Surgeon. Salisbury. Pet. Jan. 25. Ord. Feb. 25.

EDWARDS, OWEN RANDOLPH, Hay, Brecon, Bootmaker. Hereford. Pet. Feb. 23. Ord. Feb. 23.

FYTCH, RALPH JASPER LAMBERT, Buckingham. Aylesbury. Pet. Jan. 10. Ord. Feb. 25.

GRIFFITH, THOMAS WILLIAM, Llandudno, Auctioneer. Bangor. Pet. Feb. 18. Ord. Feb. 24.

HAYES, ROTHWELL, Gray's Inn-rd. High Court. Pet. Jan. 14. Ord. Feb. 26.

HEDWORTH, ANTHONY, Durham, Fitter. Newcastle-upon-Tyne. Pet. Feb. 10. Ord. Feb. 23.

HERRING, WILLIAM RICHARD, Crewe, Upholsterer. Nantwich. Pet. Feb. 24. Ord. Feb. 24.

HICK, UIGHTRED A., Queen's Club-gdns., London. High Court. Pet. Jan. 3. Ord. Feb. 28.

HOOLE, NORMAN, Amersham, Aylesbury. Pet. Dec. 22. Ord. Feb. 25.

HOWARTH, HERBERT JOSEPH, Blackburn, Tailor. Blackburn. Pet. Jan. 13. Ord. Feb. 22.

HUTCHINSON, FRANK, Alkew, nr. Bedale, Grocer. North-alerton. Pet. Feb. 24. Ord. Feb. 24.

KEST, FRANCIS CECIL, Notts, Motor Engineer. Nottingham. Pet. Feb. 8. Ord. Feb. 26.

KENNEDY, ARTHUR CLARKE, St. James's-sq., S.W. High Court. Pet. Dec. 21. Ord. Feb. 26.

LEESON, HENRY, Sevenoaks, Turner. Tunbridge Wells. Pet. Feb. 23. Ord. Feb. 23.

MARRIOTT, HARRY, Goldthorpe, Yorks, Miner. Sheffield. Pet. Feb. 23. Ord. Feb. 23.

MARTIN, HERBERT, Walworth, Hawker. High Court. Pet. Jan. 10. Ord. Feb. 26.

ROSENBAUM, B., Aldersgate-st., Skin Merchant. High Court. Pet. Dec. 23. Ord. Feb. 26.

ROSENBERG, SOLOMON, West Norwood. High Court. Pet. Jan. 25. Ord. Feb. 24.

SALT, MASSEY, Leicester, Confectioner. Leicester. Pet. Feb. 24. Ord. Feb. 24.

STANTON, WALTER SNAPE, Accrington, Master Tailor. Blackburn. Pet. Feb. 24. Ord. Feb. 24.

SUNDERLAND, MARGARET, New Cross, Blouse Manufacturer. Greenwich. Pet. Dec. 2. Ord. Feb. 25.

TOOBY, IRENE, Eastbourne, Private Hotel Keeper. Eastbourne. Pet. Feb. 3. Ord. Feb. 26.

VEITCH, FRANCIS THOMAS, Sackville-st., W.1, Architect. High Court. Pet. June 7. Ord. Feb. 24.

WHITE, JOHN, Jun., Kensington. High Court. Pet. Jan. 7. Ord. Feb. 24.

WILLIAMS, AUGUSTUS, St. Mary Axe. High Court. Pet. Aug. 11. Ord. Feb. 24.

WILLIAMS, JACK, Neath, Fruiterer. Neath. Pet. Feb. 24. Ord. Feb. 24.

WORRELL, FREDERICK WILLIAM, Tenbury Wells, Baker. Kidderminster. Pet. Feb. 24. Ord. Feb. 24.

London Gazette.—FRIDAY, MAR. 4.

### RECEIVING ORDERS.

BADLAND, HERBERT, Shipley, Horticulturist. Bradford. Pet. Mar. 2. Ord. Mar. 2.

BURN, HARRY HUNTER, Froyne, nr. Alton, Fruit Farmer. Winchester. Pet. Feb. 28. Ord. Feb. 28.

BURDEN, SIDNEY, Lambeth, Distiller. High Court. Pet. Feb. 28. Ord. Feb. 28.

DRAVIN, ARCHIBALD MARTIN, Milton-st., Merchant. High Court. Pet. Feb. 28. Ord. Feb. 28.

DOLMAN, RICHARD WILLIAM, Teddington. Kingston. Pet. Jan. 27. Ord. Feb. 28.

FORSYTH, JOHN, Derby, Dental Mechanic. Stockport. Pet. Feb. 28. Ord. Feb. 28.

GOSLING, SIDNEY WILLIAM, Devonshire, Cattle Dealer. Exeter. Pet. Feb. 14. Ord. Feb. 28.

HALL, SIDNEY ALEXANDER, Hindon, Wilts, Smallholder. Salisbury. Pet. Mar. 2. Ord. Mar. 2.

HOLLIS, ARNOLD, Teddington, Furniture Dealer. Burnley. Pet. Mar. 1. Ord. Mar. 1.

HOPKINS, WILLIAM ERNEST, Leicester, Journeyman Baker. Leicester. Pet. Feb. 28. Ord. Feb. 28.

JOHNSON, HARRY, Brampton, Lincoln, Farmer. Lincoln. Pet. Feb. 21. Ord. Feb. 26.

OWEN, GRIFFITH, Tremadoc, Carnarvonshire, Farmer. Portmadoc. Pet. Mar. 2. Ord. Mar. 2.

PORTER, JOHN ARTHUR, Andover, Hardware Merchant. Salisbury. Pet. Mar. 1. Ord. Mar. 1.

SYKES, TOM POYNTER, Huddersfield, Engineer. Huddersfield. Pet. Feb. 16. Ord. Feb. 28.

VINE, JOSEPH, Manufacturer. High Court. Pet. Mar. 1. Ord. Mar. 1.

WERRY, J. M., Paignton, Plymouth. Pet. Nov. 24. Ord. Mar. 2.

WORSLEY, SAM, Sheffield, Builder. Sheffield. Pet. Feb. 26. Ord. Feb. 26.

Amended Notice substituted for that published in the London Gazette of Feb. 1.

LLOYD, FREDERICK WILLIAM, Bristol, Cotton Merchant. Bristol. Pet. Nov. 6. Ord. Jan. 28.

## FIRST MEETINGS.

BAGSHAW, THOMAS FRANCIS, Sheffield, Stockbroker. Sheffield. Mar. 11 at 12. Off. Rec., Figtree-lane, Sheffield.  
 BURGESS, SIDNEY, Lambeth, Distiller. High Court. Mar. 14 at 11. Bankruptcy-bldg., Carey-st., W.C.2.  
 CHAIKIN, NATHAN, Birmingham, Buttons Manufacturer. Birmingham. Mar. 15 at 11.30. Ruskin-chambers, 191, Corporation-st., Birmingham.  
 CHALMERS, MARGARET, Wellington, Salop, and SUTCH, GERTRUDE, Frame Manufacturers. Shrewsbury. Mar. 16 at 2.30. Off. Rec., Swan-hill, Shrewsbury.  
 DRAVER, ARCHIBALD MARTIN, Milton-st., Merchant. High Court. Mar. 14 at 12.30. Bankruptcy-bldg., Carey-st., W.C.2.  
 DOLMAN, RICHARD WILLIAM, Teddington. Kingston. Mar. 11 at 3. 132, York-rd., Westminster Bridge-rd., S.E.1.  
 GOGGIN, MARY JANE, Swansea, General Dealer. Swansea. Mar. 12 at 11. Off. Rec., Government-bldg., St. Mary's-st., Swansea.  
 HEDWORTH, ANTHONY, Durham, Filter. Newcastle-upon-Tyne. Mar. 15 at 11. Off. Rec., Fearn-bldg., Northumberland-st., Newcastle-upon-Tyne.  
 GOSLING, SIDNEY WILLIAM, Devonshire, Cattle Dealer. Exeter. Mar. 14 at 11.30. Off. Rec., 9, Bedford-circus, Exeter.  
 HOLROYD, JACKSON, Halifax, Engineer. Halifax. Mar. 11 at 12. The County Court House, Prescott-st., Halifax.  
 HOPKINS, WILLIAM HENRY, Leicester, Journeyman Baker. Leicester. Mar. 11 at 10. Off. Rec., 1, Berridge-st., Leicester.  
 HUTCHINSON, FRANK, Alkew, nr. Bedale, Grocer. Northallerton. Mar. 11 at 2.15. Off. Rec., 80, High-st., Stockton-on-Tees.  
 JACKSON, J. E., Eye, Suffolk, Licensed Victualler's Manager. Ipswich. Mar. 15 at 12.30. Off. Rec., Princes-st., Ipswich.  
 MILLS, EDWARD, Derwick-upon-Tweed, Watchmaker. Newcastle-upon-Tyne. Mar. 15 at 12. Off. Rec., Fearn-bldg., Northumberland-st., Newcastle-upon-Tyne.  
 ROBINSON, RICHARD, Bangor, Carnarvon, Labourer. Bangor. Mar. 11 at 12.15. Crypt-chambers, Eastgate-row, Chester.  
 SYKES, TOM POYSTON, Huddersfield, Engineer. Huddersfield. Mar. 11 at 10.45. The County Court House, Queen-st., Huddersfield.  
 VINE, JOSEPH, Harrow-rd., Manufacturer of Toilet Preparations. High Court. Mar. 14 at 12. Bankruptcy-bldg., Carey-st., W.C.2.  
 WORSLEY, SAM, Sheffield, Builder. Sheffield. Mar. 11 at 12.30. Off. Rec., Figtree-lane, Sheffield.  
 Amended Notice substituted for that published in the *London Gazette* of Feb. 22.  
 LAW, WILLIAM HENRY, Burwell, Cambs, Farmer. Cambridge. Mar. 2 at 12. Off. Rec., 6, Petty-cury, Cambridge.

## ADJUDICATIONS.

ASHCROFT, KEENEH HAROLD, Hemel Hempstead, Motor Engineer. Barnet. Pet. Jan. 21. Ord. Mar. 2.  
 AUSTIN, F., Sydenham-rd., Grocer. High Court. Pet. Dec. 6. Ord. Mar. 1.  
 BALDARD, HERBERT, Shipley, Horticulturist. Bradford. Pet. Mar. 2. Ord. Mar. 2.

BURDEN, SIDNEY, Lambeth, Distiller. High Court. Pet. Feb. 28. Ord. Feb. 28.  
 COREY, JULIE, Charing Cross-rd., Woolen Merchant. High Court. Pet. Dec. 16. Ord. Mar. 1.  
 CULLEY, WILLIAM MATTHEW, Oxborough, Norfolk, Shepherd. King's Lynn. Pet. Feb. 4. Ord. Mar. 1.  
 DEAVIN, ARCHIBALD MARTIN, Milton-st., Merchant. High Court. Pet. Feb. 28. Ord. Feb. 28.  
 DICKETTS, WALTER ARTHUR CHARLES, Oxford-st., W. High Court. Pet. Dec. 8. Ord. Mar. 1.  
 DOLMAN, RICHARD WILLIAM, Teddington. Kingston. Pet. Jan. 27. Ord. Mar. 2.  
 FORSHAW, JOHN, Derby, Dental Mechanic. Stockport. Pet. Feb. 28. Ord. Feb. 28.  
 GOSLING, SIDNEY WILLIAM, Devonshire, Cattle Dealer. Exeter. Pet. Feb. 14. Ord. Feb. 28.  
 HALL, SIDNEY ALEXANDER, Hindon, Wilts, Smallholder. Salisbury. Pet. Mar. 2. Ord. Mar. 2.  
 HOLLES, ARNOLD, Tadmorden, Furniture Dealer. Burnley. Pet. Mar. 1. Ord. Mar. 1.  
 HOPKINS, WILLIAM ERNEST, Leicester, Journeyman Baker. Leicester. Pet. Feb. 28. Ord. Feb. 28.  
 JONES, WILLIAM HERBERT, Walton, Liverpool, Certified Accountant. Liverpool. Pet. Jan. 19. Ord. Feb. 28.  
 LEMBECK, MAJOR C. E., D.S.O., Liverpool. Liverpool. Pet. Nov. 24. Ord. Mar. 2.  
 OWEN, GRIFFITH, Tremadoc, Carnarvonshire, Farmer. Portmadoc. Pet. Mar. 2. Ord. Mar. 2.  
 PALMER, GEORGE, Worcester, Motor Driver. Worcester. Pet. Jan. 28. Ord. Feb. 22.  
 PORTER, JOHN ARTHUR, Andover, Fancy Goods Dealer. Salisbury. Pet. Mar. 1. Ord. Mar. 1.  
 PROUDFOOT, DAVID YOUNG, Horney, Commission Agent. High Court. Pet. Jan. 24. Ord. Feb. 28.  
 SYKES, TOM POYSTON, Almondbury, Huddersfield, Engineer. Huddersfield. Pet. Feb. 16. Ord. Mar. 2.  
 WORSLEY, SAM, Sheffield, Builder. Sheffield. Pet. Feb. 26. Ord. Feb. 26.

## ADJUDICATION ANNULLLED.

WESTLAKE, ELLA, West Hartlepool, Milliner. Sunderland. Adjud. Dec. 20. Annul. Feb. 17.

## REVERSIONARY INTEREST SOCIETY, LTD.

ESTABLISHED 1823.

Empowered by Special Acts of Parliament.

REVERSIONS PURCHASED

LOANS ON REVERSIONS and on FREEHOLD PROPERTY IN POSSESSION.

The Law Costs on Loans are regulated by Scale.

Paid-up Share and Debenture Capital £764,825.  
30, COLEMAN ST., LONDON, E.C.

CONVEYANCING CLERK (unadmitted) required by City Solicitors. Must be capable of acting with only slight supervision. Apply in own handwriting, stating age, experience and salary required, to Box 584, Reynell's, 44, Chancery-lane, W.C.2.

## THE NATIONAL HOSPITAL

FOR THE

PARALYSED AND EPILEPTIC,  
QUEEN SQUARE, BLOOMSBURY, W.C.

The largest Hospital of its kind.  
The Charity is forced at present to rely, to some extent, upon legacies for maintenance.

Those desiring to provide Annuities for relatives or friends are asked to send for particulars of the DONATIONS CARRYING LIFE ANNUITIES FUND.

THE EARL OF HARROWBY, Treasurer.

## £5 TO £5,000 ADVANCED

on simple Promissory Notes. No bills of sale taken, and strictest privacy guaranteed. First letters of application receive prompt attention, and transactions carried out without delay. Terms mutually arranged to suit borrowers' convenience. Special quotations for short periods. Apply in confidence to:

*Advances* 9, 19 Corridor Chambers  
LEICESTER.

## THE SOCIETY OF INCORPORATED ACCOUNTANTS AND AUDITORS.

(A.D. 1885.)

## EXAMINATIONS.

NOTICE IS HEREBY GIVEN that the next Examinations of Candidates resident in England and Wales will be held in London, Manchester, Cardiff and Leeds on the following dates:—

Preliminary Examination on May 24th and 25th.  
Intermediate Examination on May 26th and 27th.  
Final Examination on May 28th, 29th and 30th.

Candidates desirous of presenting themselves must give notice to the undersigned on or before April 19th, 1921.

Women are eligible under the Society's regulations to qualify as Incorporated Accountants upon the same terms and conditions as are applicable to men.

By Order of the Council.

A. A. GARRETT, Secretary.

50, Gresham-street, London, E.C.2.

THREE Long Carriage Typewriters, viz., Underwood, Remington and Monarch, in new condition, cost £45 each; suitable solicitors, architects, insurance offices. Sacrifice £25 each.—Minto, Arcade, Northampton.

REQUIRED, Old Typewriters, if cheap, for use in manufacture of adding machines. State make and price to "A.G." Smiths, 21, Bush-lane, London, E.C.4.

# LAW FIRE

## INSURANCE SOCIETY LIMITED,

No. 114, Chancery Lane, London, W.C.2.

**FIRE.** Personal Accident and Disease. **Burglary.** Fidelity Guarantee. **Workmen's Compensation, including Domestic Servants.** Property Owners' Indemnity. **Third Party.** Motor Car. **Plate Glass.** (Householders' Comprehensive Policy). **BONDS**—The Directors desire to draw special attention to the fact that the Fidelity Guarantee Bonds of this Society are accepted by His Majesty's Government and in the High Court of Justice.

## DIRECTORS—

CHARLES PLUMPTRE JOHNSON, Esq., J.P., CHAIRMAN (formerly of Johnson, Raymond-Barker & Co., Lincoln's Inn).  
ROMER WILLIAMS, Esq., D.L., J.P., VICE-CHAIRMAN (Williams & James, Norfolk House, Thames Embankment).

BERNARD ROWLAND, Esq. (Williams & James).  
GEORGE FRANCIS HENNEY, Esq. (Corse & Berney), Lincoln's Inn Fields.  
L. C. CHOLMELEY, Esq. (Frere, Cholmeley & Co.), Lincoln's Inn Fields.  
EDMUND FRANCIS BLAKE CHURCH, Esq. (Church, Adams & Prior), Bedford Row.  
HARRY M. CROOKENDEN, Esq. (Francis & Crookenden), Lincoln's Inn Fields.  
GODFREY NIX DICKINSON, Esq. (Bewes & Dickinson), Stonehouse.  
F. E. E. FAREBROTHER, Esq. (Findgate & Co.), Pall Mall.  
HENRY LEFEVRE FARRER, Esq. (Farrer & Co.), Lincoln's Inn Fields.  
R. S. FREELAND, Esq. (Nicholson, Patterson & Freeland), Queen Anne's Gate, Westminster.  
C. W. GRAHAM, Esq. (Lawrence, Graham & Co.), Lincoln's Inn.  
W. A. T. HALLLOWES, Esq. (Hallowes & Carter), Bedford Row.  
EDWIN HART, Esq. (Budd, Brodie & Hart), Bedford Row.  
E. CARLETON-HOLMES, Esq. (formerly of Carleton-Holmes, Fell & Wade), Bedford Row.  
FRANCIS REGINALD JAMES, Esq. (Gwynne James & Son), Hereford.

JAMES MARSH JOHNSTONE, Esq. (Rawle, Johnstone & Co.), Bedford Row.  
DILLON R. L. LOWE, Esq. (Lowe & Co.), Temple Gardens.  
FREDERICK STUART MORGAN, Esq. (Saxton & Morgan), Somerset Street, Portman Square.  
RONALD PEAKE, Esq. (Peake, Bird, Collins & Co.), Bedford Row.  
JOHN DOUGLAS PEEL, Esq. (Morrell, Peel & Gamlen), Oxford.  
CECIL STUART RAYMOND-BARKER, Esq. (Johnson, Raymond-Barker & Co.)  
J. E. W. RIDER, Esq. (Rider, Heaton, Meredith & Mills), Lincoln's Inn.  
GEORGE L. STEWART, Esq. (Lee & Pemberton), Lincoln's Inn Fields.  
MICHAEL FORBES TWEEDIE, Esq. (A. F. & R. W. Tweedie), Lincoln's Inn Fields.  
HERBERT NEVILL WALFORD, Esq. (Walfords), Bolton Street, Piccadilly.  
W. MELMOTH WALTERS, Esq. (Walters & Co.), Lincoln's Inn.  
Sir HENRY ARTHUR WHITE, C.V.O. (A. & H. White), Great Marlborough Street.  
ARTHUR C. WHITEHEAD, Esq. (Burch, Whitehead & Davidson), Bolton Street, Piccadilly.  
E. TREVOR LL. WILLIAMS, Esq., J.P., Finsfield, Rickmansworth.

ASSISTANT SECRETARIES—GEORGE EVANS.  
W. E. LAWRENCE.

SECRETARY—H. T. OWEN LEGGATT.

## SECURITY UNSURPASSED.

This Society, consequent on its close connection with, and exceptional experience of the requirements of the Legal Profession, INVITES APPLICATION FOR AGENCIES FROM SOLICITORS, TO WHOM IT IS ABLE TO OFFER SPECIAL FACILITIES for the transaction of Insurance Business on the most favourable terms. It enjoys the highest reputation for prompt and liberal settlement of claims. Surveys where necessary are undertaken by the Society free of charge. Prospectuses and Proposal Forms and full information may be had at the Society's Office.

THE BUSINESS OF THE SOCIETY IS CONFINED TO THE UNITED KINGDOM.



217

L

ne

no

no

D

at

at

at

FED

ons of  
eld in  
owing

give  
ns to  
terna

y.

nder-  
a, cont  
offen.

r 650  
e and  
.

,  
,

estic  
ley).  
pted

riman

Co.)

hida.

reet.  
Street

OR  
al.  
and